



# GENERAL COMMERCIAL TERMS AND CONDITIONS of Tatra banka, a.s.

The General Commercial Terms and Conditions of Tatra banka, a.s. (hereinafter also the "GTC") stipulate rights and obligations and principles of the legal relationship between the Bank and the Client, while Section A governs rights and obligations and principles of the legal relationship between the bank and clients who act as natural entities – entrepreneurs or as corporate entities in the legal relationship with the bank and Section B governs rights and obligations and principles of the legal relationship between the bank and clients who act as consumers in the legal relationship with the bank. These GTC are obligatory for all the parties of the legal relationship and are based on the generally binding legal regulations.

## Section A: For Natural Entities – Entrepreneurs and Corporate Entities

### Article I. Definitions and Terms

For purposes of this Section of the GTC and the legal relationship between the Bank and its clients, natural entities – entrepreneurs and corporate entities, the definitions and terms shall be applied with the meaning as set out below:

1. **Bank is Tatra banka, a.s.**, Hodžovo námestie 3, 811 06 Bratislava 1, Organisation ID No: 00 686 930, VAT ID No: SK2020408522, maintained with the Companies Register of the District Court Bratislava I, Section: Sa, Insert No. 71/B, bank license granted under the resolution of the National Bank of Slovakia no. UBD- 1788/1996 in connection with resolutions no. UBD-22-1/2000, UBD-861-2/2000, UBD-762/2002, UBD-404/2005, OPK-1156/3-2008 and OPK-11394/2-2008, electronic address: www.tatrabanka.sk and tatra-banka@tatrabanka.sk. The Bank provides payment services in line with the Act on Payment Services and its activity is supervised by the National Bank of Slovakia.
2. **Banking Information** is any information concerning the Bank's Clients that the Bank files in its information system or other documents, receives when performing banking activities or activities related thereto, whereby the information is not publicly accessible. The Bank is obligated to keep these information including documents concerning the Client in secrecy and protect them against disclosure, misuse, damage, destruction, loss or theft, and provide them to the third parties only upon prior written consent of the particular Client, or upon the Client's written instruction, unless specified otherwise herein or by generally binding legal regulations.
3. **Bank Working Day** is a day when the Bank and other institutions participating in transfer of the funds perform their activities and this day is not a public holiday or a non-working day.
4. **Bank Connection** for payments within the territory of the Slovak Republic in EUR currency refers to an interbank account number consisting of twenty four characters (IBAN). Bank connection for other transfers refers to a name and an address of a bank, an account name and an account number and a beneficiary's account number or IBAN and for payments outside the SEPA area also a swift code/BIC (Bank Identification Code) of a beneficiary's bank in case the bank has been assigned it. IBAN and BIC are unique identifiers for the purpose of an unambiguous identification of the user of payments services or their payment account for payment transactions.
5. **Current Account** is an Account opened by the Bank for its owner in an agreed currency upon a written contract and for an indefinite period, unless the Bank agrees with the Client otherwise. The Bank accepts for the Current Account, in the currency the Account is maintained in, financial deposits or payments executed in favour of the Account owner, and uses the funds on the Current Account upon a written order of the Account owner, or pays out a required sum upon discharge of the terms set out in the contract, or executes on behalf of the Account owner payments to the persons appointed by the Account owner.
6. **BIC (Bank Identifier Code) or bank swift code** is an international bank identification code containing 8 or 11 characters and is used for identification of a financial institution with payment transactions.
7. **Service Tariff** is a Bank-produced overview of charges and prices for products and services. The Service Tariff comprises particularly the Service Charges of Tatra banka, a.s. or part thereof, the charges and prices for products and services offered and sold within the business network of Tatra banka Group, the principles of charging and the list of branches of the Bank.
8. **Cutt-off Time or the time of system closure** is the time by which the Bank accepts or receives payment orders or other types of orders and by which it executes transactions under the maturity date of the order placement or receipt. The Bank processes accepted or received payment or other

orders throughout the entire Bank Working Day. Payment or other orders the Bank receives after the Cut-off Time are deemed received as of the following Bank Working Day. The Bank approves the Cut-off Time and publishes it at Business Premises thereof.

9. Cut-off Time for payment of Bank's receivable or the time of system closure for payment of Bank's receivable is the time until when the Client is obligated to provide sufficient funds in the Account for purpose of offset of the payment of receivable or a part thereof. The Bank approves the cut-off time for payment of Bank's receivable and publishes it at Business Premises thereof.
10. **Cut-off Time for SEPA Direct Debit or the time of system closure for SEPA Direct Debit** is the time until when the Client is obligated to provide sufficient funds in the Account for the purpose of debiting the collection. The Bank is obligated to change or to set a new Cut-off Time in case of change in technical or procedural rules applied upon payment services. The Bank notifies its clients about the Cut-off Time and its changes in appropriate time in advance in writing and also on its web site and at its commercial premises.
11. **Express Payment** is a payment with a shortened term of transfer execution when the Bank debits the transfer sum on the maturity date (if the respective order was submitted until the Cut-off Time determined by the Bank) and submit the documents required for transfer execution to the intermediary institution in such manner that credit of the transfer sum to the beneficiary's bank account is provided without undue delay after the transfer sum has been debited from the principal's bank account. Express Payment is charged separately in terms of the Service Charges.
12. **IBAN (International Bank Account Number)** refers to an international bank account number that enables unique identification of a beneficiary and automated payment processing. It contains a country code, a control number (it is calculated under precisely defined algorithm upon a bank code, an account prefix and account number), bank code, Client's account prefix and number.
13. **IBAN validator** is a mechanism for control of the beneficiary's IBAN code structure correctness upon specification of Account structures of individual countries on the part of the Bank, and that for the reason of delivering automatic cross-border transfer processing via the European clearing system. The overall correctness of the IBAN falls under the liability of the Client.
14. **Beneficiary's identifier (CID - Creditor Identifier)** is a unique identifier of a SEPA direct debit beneficiary. It allows payers and banks of payers verify SEPA direct debit and process or refuse a direct debit in terms of a payer's request. The CID consists of a code of the respective country, 2 control numbers, a code defining business activities of the beneficiary and not more than 28 digits is determined for a national identifier of a beneficiary. The beneficiary's identifier is assigned in the Slovak Republic by the National Bank of Slovakia on basis of a written request of a SEPA direct debit beneficiary by means of their bank.
15. **Client** is a natural or legal entity who enters in such contractual relationships with the Bank that cover the banking activities listed in the Act on Banks, and also a person the Bank negotiates a transaction with, even if the transaction eventually does not take place, as well as a person who ceases to be a Client of the Bank. For purposes of legal relationships between the Bank and its Clients, the Bank categorises natural entities - entrepreneurs under the group of legal entities. The terms Account/Passbook owner, Payment Service user, Authorized person, Payer and Beneficiary are used herein only for a more precise distinction of the Client's status.
16. **Exchange Rate Table** is a Bank-produced overview of exchange rates of one currency to another that, unless agreed otherwise, is binding for the Bank and the Client. The exchange rate of currencies the Bank trades in is for the most part produced upon the current prices on the interbank market for each Bank Working Day. The Bank publishes the current exchange rate table and changes thereto at its Business Premises and on its web site, or in other manner arranged in a contract along with the effective date, while the Bank provides publishing at latest two months before the change comes into effect. The exchange rates of individual currencies can be changed in the course of a Bank Working Day, while change of the exchange rate based on the reference exchange rate may be applied immediately yet without prior notification of the Client.
17. **SEPA Direct Debit Mandate** is consent of the Client to SEPA Direct Debit of financial means from Client's current account maintained with the Bank in EUR currency under the terms and conditions governed by these GTC.
18. **Extra charge for manual processing of payment order due to missing or erroneous data** is an additional charge cleared from the account of the payer. This type of charge can arise as a result of incorrectly placed payment instructions in a payment order whereupon a bank cannot process the transfer automatically and manual entry is required. The Bank is entitled to clear this charge also in case there is not enough amount of funds in Client's Account.
19. **Bank's Business Premises** are those premises of Bank's branches and other administrative premises of the Bank where as a rule legal relationships between the Bank and the Client are concluded. Bank's Business Premises are deemed the places

of performance. All legal relationships between the Client or the third party and the Bank conform to the law applicable at the place of performance, unless agreed otherwise by the Bank and the Client.

20. **Moment of Payment Order Receipt** is the day of delivery or submission of a payment order to the Bank. Moment of Payment Order Receipt need not be identical with the maturity date specified therein. The Bank executes a payment on the basis of a maturity date specified in the order. If this date is not specified therein, it is deemed the Moment of Payment Order Receipt. Cut-off Time conditions specified herein shall remain unaffected for the Moment of Payment Order Receipt.
21. **SEPA payment** is a payment in EUR currency from a payer's account to a beneficiary's account while both accounts are maintained with banks involved in SEPA. SEPA payment order must meet determined criteria, and that specification of a beneficiary's account number in IBAN format, specification of a payment instruction "charges of other banks are borne by the beneficiary, i.e. SHA or eventually SLEV". In case a SEPA payment order does not contain some of the criteria specified herein, such transfer shall be rejected by the bank.
22. **Specimen Signature** is a document listing the persons authorised to act on behalf of the Client and the method and scope of their acting. Specimen Signature may be a separate document (e.g. List of Authorised Persons and specification of the extent of account authorisations), or can be part of the agreement. The persons authorised to act in the name of the Client can be defined in the specimen signature under M, D, K and V groups and the method of their acting can be defined under the S, A or B level. If an authentic graphic image of the Client's signature, i.e. Client's name and surname, or surname is a part thereof, it must contain personality characters indicating individuality. Specimen Signature is stored with the Bank and can serve for Client's identification in business relationships related to the Account or the Passbook. Specimen Signature also defines the authorised persons who can execute media payment transactions in the name of the Client by means of electronic communication and also other legal acts determined either in the respective Specimen Signature to the Agreement on Provision of Banking Services to Account By Means of Electronic Communication Media or in other agreement concluded with the Bank and also in the Commercial Terms and Conditions of Tatra banka, a.s. for Electronic Banking. The authorised person specified in this manner is always entitled to define or cancel the access to the respective account for third parties.

**M Group (account owner, statutory representative, attorney-in-fact)** refers to a person authorised by the Client via specimen signatures for establishment, change and cancellation of relationships related to the particular account or passbook, for appointment, change or cancellation of persons in the specimen signatures to the particular account or passbook, and for requesting Banking Information of the particular account or passbook. A person of the M Group concurrently holds the authorisations of the persons of the D, K and V groups.

**D Group (person authorised to dispose of the Account)** refers to a person authorised by the Client via specimen signatures to dispose of the funds in the account or passbook, and to independently request information of the account or passbook required for the performance of his/her authorisation (i.e. the information on the account or passbook name and number, the account or passbook balance and transactions, and an account statement), to independent submission of a request for intermediation of payment refund and also to independently apply for provision of Client's account information for audit purposes. A person of the D Group concurrently holds authorisations of the persons of the K and V groups.

**K Group (courier)** refers to a person authorised by the Client via specimen signatures to receive account statements, to present contracts, applications, transfer orders, and other documents signed by the persons of the M or D groups, to receive account cash upon a presented order of the authorised persons. A person of the K Group concurrently holds authorisations of the persons of the V Group.

**V Group (depositor)** refers to a person authorised by the Client via specimen signatures to deposit the Client's funds to the Client's account.

**S Level** of a person defined in specimen signatures refers to an independent method of acting on the part of a person of the M or D groups.

**A Level** of a person defined in specimen signatures refers to a joint scope of acting on the part of a person of the M or D groups. A person under the A level can act along with other person under the S, A or B level.

**B Level** of a person defined in specimen signatures refers to a joint scope of acting on the part of persons of the M or D groups, and a person under the B level can act along with other persons under the S or A level.

23. **Charges of Other Payment Service Providers** are processing charges of other payment service providers than the payer's bank incurred upon the transfer. The payer specifies in the payment order whether charges of other payment service

providers will be borne by the payer or the payment beneficiary. The Bank is entitled to settle charges of other payment service providers even if there are not sufficient funds in Client's account.

24. **Account Information Service Provider** (hereinafter also the "**AISP**") is a party which provides payment services related with information about a payment account maintained by the Bank accessible online in the Internet environment.
25. **Card Based Payment Instruments Issuers** (hereinafter also the "**CISP**") is a party which provides payment services of issuance of a payment tool for a payment account maintained by the Bank accessible online.
26. **Payment Initiation Service Provider** (hereinafter also the "**PISP**") is a party which provides payment initiation services in the Internet environment (i.e. execution of payment transactions) for a payment account maintained by the Bank accessible online.
27. **Order of Claim Procedure of Tatra banka, a.s.** (hereinafter also the "**Order of Claim Procedure**") regulates the procedure, rights and obligations of the Bank and the Client upon application and settlement of claims concerning the quality and correctness of the provided Bank's services. The Bank accepts the claims concerning its services at its Business Premises or via the DIALOG service and proceeds in the settlement thereof in line with the published Order of Claim Procedure. The Bank is authorised to amend and change the Order of Claim Procedure. The Bank publishes the amendment to the Order of Claim Procedure at its Business Premises and on its web site, or in other appropriate way. The Order of Claim Procedure is available at every branch of the Bank and on its web site.
28. **Service Charges of Tatra banka, a.s.** (hereinafter also the "**Service Charges**") is a document comprising charges and prices for Bank's products and services. The Bank is authorised to change the extent of provided products and services, as well as the amount of charges and prices for products and services in the Service Charges. The Bank is authorised to adjust and change the amount of charges in divergence from the Service Charges for selected clients. The Bank publishes the change of Service Charges along with the effective date thereof at its Business Premises and on its web site, or in other appropriate way agreed on with the Client. The Bank shall deliver the publication at latest as of the change effective date. The Service Charges are available at every branch of the Bank and on its web site, and that either as a separate document or as an integrated part of the Service Tariff. Provision of the Section 5.4. these GTC is applicable also for the Service Charges.
29. **SEPA** (Single Euro Payments Area) is an area where natural persons and corporate entities can execute and receive payments in EUR currency within the countries involved in SEPA (the list of countries currently involved in SEPA is published on [www.ecb.europa.eu](http://www.ecb.europa.eu)) under the same basic conditions for executing thereof.
30. **SEPA Direct Debit** (hereinafter referred to as the "**collection**") is a payment in EUR currency executed within the countries of the SEPA area on the basis of SEPA Direct Debit Mandate to collect financial means from current account of a payer in favour of the account of a beneficiary with the payment order submitted by the beneficiary. SEPA Direct Debit is executed by the Bank under the condition that the Client as a SEPA Direct Debit payer has arranged with the Bank to access the Client's account for SEPA Direct debit as Level 1 or Level 2.
31. **Accessing Account for SEPA Direct Debit** is a service provided by the Bank for Client's current account maintained with the Bank in EUR currency enabling the Client select from three options of SEPA Direct Debit execution offered by the Bank. The Bank provides for its clients the following levels of Accessing Account for SEPA Direct Debit:
  - Level 1** - allows the Bank execute every SEPA collection payment on the basis of the SEPA Direct Debit Mandate provided by the payer directly to the payment beneficiary without the need to deliver the SEPA Direct Debit Mandate also to the Bank.
  - Level 2** - allows the Bank execute every SEPA collection payment only subject to the condition that at latest on the Bank Working Day preceding maturity of the delivered of the SEPA Direct Debit payment order by the payment beneficiary the Bank has been delivered by the payer also the SEPA Direct Debit Mandate the payer has granted to the payment beneficiary; failing which the Bank shall not execute the SEPA collection payment. The Client is authorised to grant the SEPA Direct Debit Mandate in a written form at a Bank branch or by means of electronic communication media.
  - Level 3** - does not allow the Bank execute SEPA collection payment from the Client's account.
32. **Spot Value Date, or Value Date** refers to the day of settlement of funds in the correspondent institution's account in case of outgoing payments or in the account of payment services recipient in case of payments processed via TARGET2 system. It is the day the Client can dispose of the funds in their account without debit interests in case of incoming payments. Spot value is stipulated by the Bank.
33. **Consumer** is a natural person, who does not act within their employment, profession or business activities, or as a statutory body of a legal entity, prosy or representative thereof (including representative of a natural person – entrepreneur) upon

concluding and/or performing the contract subject-matter whereof is provision of payment services. In Bank's view, Consumer is not a legal entity or a natural person – entrepreneur, and that not even in case if such person employs less than ten persons, or annual turnover or balance thereof does not exceed EUR 2.000.000.

34. **Third Parties** (hereinafter also the “TPP”) are all or any of the parties providing payment services like AISP, CISP, PISP as defined in par. 24, 25, 26 herein. Authorisations of the Third Parties related with access to the payment accounts are arranged between the Client and the Bank in a separate agreement between the authorised person and the Bank which is concluded in the environment of electronic communication media.
35. **Account** is a current or deposit account (hereinafter also the “Account”) opened by the Bank for its owner in an agreed currency upon a written contract for an indefinite period, unless the Bank agrees with the Client otherwise. An account owned by two or more persons is referred to as the joint account. Deposit in the account opened with the Bank is deemed deposit pursuant to Article 3, par. 1 Act No. 118/1996 Coll. on Deposit Protection as amended.
36. **Interest Rates** is a document containing interest rates set by the Bank for individual products and services of the Bank. The Bank determines the interest rate amounts related to deals of the Bank and the Client in view of the situation on the financial market. The Client's consent is not a prerequisite to change of interest rates. The Bank shall publish the change of interest rates at its Business Premises and on its web site, or in other appropriate way agreed in a contract, along with the effective date thereof, whereas the Bank shall deliver the publication at latest two months prior the change effective date. Change of the Interest Rate based on reference rate, as well as change of the Interest Rate that is more favourable for the Client can be applied immediately even without prior notification. Interest rates are available at every branch of the Bank and on its web site.
37. **Deposit** is the funds entrusted to the Bank that represent an obligation that these funds will be paid to the Client. Deposit in the Account and the Passbook opened with the Bank is deemed deposit pursuant to Article 3, par. 1 Act No. 118/1996 Coll. on Deposit Protection as amended.
38. **Passbook** is a security containing the Bank's confirmation of Deposit receipt, its amount, changes, and closing balance. A Passbook owned by two or more persons is referred to as the joint passbook. Deposit in the Passbook opened with the Bank is deemed deposit pursuant to Article 3, par. 1 Act

No. 118/1996 Coll. on Deposit Protection as amended.

39. **Deposit Account** is an Account that the Bank opens for its owner in an agreed currency upon a written contract, unless the Bank agrees with the Client otherwise. Under a contract on Deposit Account, the Bank covenants to pay interests in the Account funds and the Client covenants to deposit the funds in the Account and leave use thereof upon the Bank.. Deposit in the Deposit Account opened with the Bank is deemed deposit pursuant to Article 3, par. 1 Act No. 118/1996 Coll. on Deposit Protection as amended.
40. **Account Cancellation** is an act on the part of the Bank whereupon the Account maintenance shall be in case of termination of contractual relationship between the Bank and the Client technically cancelled in the Bank's information system. The Bank stores information on cancelled Account and related Account documentation for the period set out in the generally binding legal regulations.

## Article II

### Account and Passbook

#### 2.1. Account and Passbook Opening and Maintenance

- 2.1.1. Unless the Bank agrees with the Client otherwise, the Bank opens Current Accounts and Deposit Accounts, and accepts deposits into Passbooks in EUR and foreign currencies on the basis of a written contract. Unless otherwise specified in the relevant contract with the Client, the contract is concluded for an indefinite period. No person is legally entitled to have any Account or Passbook opened, or service provided, and that neither in case the Bank has already opened an Account or a Passbook for the person.
- 2.1.2. Unless the Bank agrees with the Client otherwise, Accounts and Passbooks are maintained in the name and surname/business name of the Client. The Bank can upon the Client's request complete the Account identification as required by the Client. Each Account and Passbook has its own number.
- 2.1.3. The Bank can open an Account or a Passbook jointly to several individuals. In such a case, each of the individuals is an Account or a Passbook owner. The Bank shall not examine mutual claims of the Account owners to the funds in the Account or the Passbook, and shall not be liable for any such mutual claims. In case damage occurs to the Bank upon instruction of one or more owners of the joint Account or Passbook, all the owners of the Account or the

Passbook shall be liable for this damage jointly and severally.

- 2.1.4. The owner of the Passbook or a person with legal interest in the Passbook is obligated to inform the Bank immediately of its loss, theft or destruction. In such a case, the Bank shall initiate redemption proceedings and after termination thereof shall issue a new Passbook to the authorised person, or pay out the Deposit balance. If for the period of redemption proceedings the Bank is not notified of recovery of the Passbook whereupon the redemption proceedings shall have been declared, the Passbook shall become null and void.

## 2.2. Disposing of Account, Passbook and Funds

- 2.2.1. The Account owner or Passbook owner is authorised to dispose in full range of the Account or Passbook and funds in the Account. He/she is mainly authorised to open and cancel the Account or Passbook, propose a change in the agreed conditions of the contract, dispose of funds in the Account or Passbook Deposit, to enter, change and cancel the persons authorised in Specimen Signatures, to demand Banking Information, to block funds in the Account or Passbook Authorisations and access to the payment account of the Account owner by means of Internet including access by means of third parties is defined by a separate agreement of the authorised person with the Bank in the environment of electronic communication media.

- 2.2.2. The Account owner or Passbook owner can authorise other persons to perform on his/her behalf single powers of disposal regarding the Account or Passbook and/or funds in the Account or Passbook Deposit either by delegation of all powers by means of establishing a Specimen Signature to the Account or Passbook, or by granting a written power of attorney. The granted disposal authorisations regarding the Account and/or funds in the Account through establishment of a Specimen Signature to the Account, or upon limitation of disposal of the Account and/or of the funds in the Account do not affect the Client's acting under other contractual relationships with the Bank that can involve the Bank's right to clear its receivables from the Client from such an Account.

- 2.2.3. The Account owner or Passbook owner is obligated to specify the method of acting of the authorised persons (individually or jointly). The Bank is not obligated to accept any other limitations of acting and signing. In case of joint action of the persons authorised to perform the

individual disposal authorisations regarding the Passbook or Passbook Deposit, performance of the particular action requires personal presence of all the authorised persons.

- 2.2.4. In case the Account owner or the authorised persons use stamps when performing single powers of disposal regarding their Accounts and/or funds in the Accounts, the Bank is obligated to check only compliance of the stamp data with the business name or name of the Client defined in the Account Specimen Signatures; however, it does not bear responsibility for the graphic and other differences of used stamps. In case of doubt of the stamp legitimacy, the Bank is entitled not to execute the Client's order.

- 2.2.5. The Bank and the Passbook owner have agreed that any person who knows the Passbook Account Number is authorised to perform Deposits in the Passbook. The Bank is authorised to record an item in the Passbook for every person who presents the Passbook. In such a case, the Passbook owner gives consent that the information contained in the Passbook are provided to the person who presents the Passbook.

- 2.2.6. Unless a generally binding legal regulation or these GCT do not specify otherwise, the power of disposal of the Account or Passbook and/or funds in the Account or Passbook Deposit is valid until delivery of a written cancellation of the power of attorney, or until delivery of other document justifying the facts leading to opening, change or cancellation of the powers of disposal of the Account, Passbook and/or funds in the Account or Passbook Deposit. Changes to Specimen Signatures are obligatory for the Bank as of the Bank Working Day following their delivery to the Bank.

## 2.3. Interest Bearing and Fee Charging

- 2.3.1. The Bank bears interests in the Account and Passbook in line with currently valid Interest Rates, and that in the currency in which the Account and Passbook is maintained, while if an Interest Rate is determined as a positive number, the interest specified under such Interest Rate is paid by the Bank to the Client and if an Interest Rate is determined as a negative number, the absolute value of the interest on deposit specified under such Interest Rate is paid by the Client to the Bank.

- 2.3.2. Interest bearing starts upon funds clearing in the Client's Account or Passbook and ends on the day preceding the funds withdrawal or transfer day. Credit interest bearing is accrued on a 365-day basis. The interest is calculated

on a daily basis. The Bank shall settle the credit interest in the Client's Current Account once a month, i.e. as at the last calendar day of a particular month; the Passbook is credited with the credit interest once a year, i.e. as of the last calendar day of a particular year, unless the Bank agrees with the Client otherwise. If the last calendar day of a particular month or a particular year falls upon a Sunday or a public holiday, the Bank shall settle the credit interest in the Current Account as at the day before the last calendar day of a particular month and in the Passbook as at the day before the last calendar day of a particular year.

- 2.3.3. The Bank shall debit from the interest yield of the Client's Account or Passbook an income tax as set out in the valid legal regulations of the Slovak Republic, unless international contracts and agreements do not specify otherwise. The Client who is not a tax resident of the Slovak Republic is considered as the final beneficiary of the interest income for tax purposes. The final beneficiary of the interest income is a person with income in their own favour who is entitled to use the respective income in unlimited manner without a contract or other legal obligation to transfer the respective income to another person or a permanent operation of the respective person, if the activity connected with the respective income is being executed by the respective permanent operation; the final beneficiary is not a person who acts as an intermediary for another person. The Client is obligated to submit to the Bank the documents establishing evidence as to facts that affect determination of the income tax interest in his/her Account or Passbook including written information if he/she is not the final beneficiary of the interest income pursuant to the previous sentence.
- 2.3.4. In case the Client fails to perform his/her duty set out in Section 2.3.3. herein and the Bank withdraws incorrect amount of tax from his/her Account or Passbook, the Bank is authorised to satisfy its receivables from the Account or Passbook of the Client by withholding additional tax and charging a penalty in respect of the inaccurate withholding.
- 2.3.5. Upon claiming a tax rate that is lower than the rate valid in terms of generally binding legal regulations of the Slovak Republic due to the reason that the Client is a tax resident in a country that has signed a double taxation treaty with the Slovak Republic and is a real owner (final beneficiary) of the respective interest yield coming from an account or a passbook, the Client is obligated to present the Bank a document that

certifies the claim validity (i.e. confirmation of tax domicile in the respective country) not later than three business days prior to the nearest capitalisation (clearing) of interest in Client's account or passbook. Otherwise, as set out in Section 2.3.3., the Bank shall apply the tax rate in terms of generally binding legal regulations of the Slovak Republic. The Bank shall consider a confirmation of tax domicile valid until the day when the Client notifies the Bank of other circumstances as set out in Section 2.3.3. herein. Provisions of Section 2.3.4. are not affected hereby.

- 2.3.6. Charges the charges for Account maintenance, provided products and services, provision of information to the Client on the issues regarding the Client or ensuing from the contractual relationship of the Client with the Bank, presentation of report to the auditor of the Client, as well as for individual actions required for clearing the Account items in line with the Service Charges. Charges are cleared in monthly intervals, after the product or service provision, after the individual act execution, or otherwise as agreed, whereas the Bank is for this purpose authorised to use the funds in Client's Account for the offset thereof.

## **2.4. Reports on Settlement and Account Balance**

- 2.4.1. The Bank shall inform the Client about settlement of charges, payment transactions and balance in the Account via an electronic account statement on a monthly basis, if not agreed otherwise with the Client. The Bank shall inform the Client of transactions and balance in the Current Account only if such transactions occur in the course of the period agreed in the contract. The Bank informs the Client of transactions in the Deposit Account only if such transactions occur in the course of Deposit tying period. If the Client asks for additional or more frequently provided information of charge settlement, payment transactions or balance and transactions in the Account, or if the Client asks for sending information by other means than via an electronic account statement on a monthly basis, the Bank is entitled to charge such provision of information in terms of the Service Charges.
- 2.4.2. The Bank informs the Client of non-execution of a payment order or of refusal to execute a payment order via electronic communication media or via telephone or by means of an advice and specifies therein the reasons for such refusal and if possible, also the error correction procedure. The Bank is entitled to charge these noti-

fications hereunder if the given refusal to execute a payment order is legitimate on the basis of the reasons on Client's part.

- 2.4.3. At least once a year the Bank shall reconcile the balance in Client's Current Account with the Client and issues a document about such reconciliation usually as of the end of a calendar year. The Bank may deliver the Client information containing Current Account balance also by means of electronic communication media.
- 2.4.4. Take-over of the Account statement by the person authorised to dispose of funds in the Account, by a courier and also by another person authorised to take-over thereof is also deemed delivery of Account statement by means of personal take-over by the Client at the Bank. The Bank is authorised to suspend delivery of account statements to the Client if the Account is in unauthorised overdraft or if the Bank learns of the Client's death. In case of death of a joint account owner, the Bank is authorised to deliver statements to this account to the other owners. The Bank is authorised to suspend delivery of account statements to an alternative/contact address specified by the Client in case the recipient of such mail notifies the Bank in writing of their disapproval with sending accounts statements to the recipient's address. The Bank is also authorised to suspend delivery of account statements to the address specified by the Client in case it is repeatedly (at least three consecutive times) returned to the Bank as undelivered due to unknown recipient. Rules for suspending the delivery of the statement shall appropriately be applied also for other notifications including the information about the account balance pursuant to Section 2.4.3.
- 2.4.5. The Bank keeps the account statements delivered as set out in Section 2.4.4. herein for the Client for a period of six months as of their execution. After this period, the Bank discards the account statements and can reduplicate them upon Client's request for a charge as set out in the Service Charges. The Bank does not maintain any register of account statement deliveries.
- 2.4.6. The Client is entitled to ask for change of account statement frequency, language or method of delivery also by means of electronic communication media. In terms of the Act No. 492/2009 Coll. On Payment Services and on the amendment and supplementation of certain act as amended (hereinafter to as the "Act on Payment Services") the Bank and the Client who is not a consumer in terms of these GCTC have agreed, that provisions § 34 to § 43 Act

on Payment Services shall not apply to their contract relationship. Referring thereto the Bank shall be entitled to charge the Client in terms of the Service Charges for provision of information on settlement of charges, on payment transactions and on account status and transactions.

## **2.5. Unauthorised Overdraft of Account Funds**

- 2.5.1. The Bank is authorised to debit its receivables from the Client from his/her account, and that even in case the funds in Client's Account are not sufficient and such a debit would result in an unauthorised overdraft, or if the Account has already been in an unauthorised overdraft and such a debiting would increase its limit.
- 2.5.2. The Client is obligated to settle the unauthorised overdraft in the Current Account. The Bank is authorised to ask the Client to settle the unauthorised overdraft, and that also in writing, whereas it shall determine the period for settlement thereof.
- 2.5.3. The Bank is entitled to charge the Client for the sum by which the Account is in the unauthorised overdraft with the interest on unauthorised overdraft (also determined as penalty interest) set out by the Bank, and that as of the unauthorised overdraft start date. If not specified otherwise, the Bank charges the interests on unauthorised overdraft on a monthly basis, and that as at the last calendar day of a particular month, unless the Bank agrees with the Client otherwise. If the last calendar day of a particular month falls upon a Sunday or a public holiday, the Bank shall charge the interest on unauthorised overdraft as at the day before the last calendar day of a particular month. In case of debit interest bearing a year of 360 days is taken for the year base.

## **2.6. Funds Blocking**

- 2.6.1. Unless specified otherwise herein, in commercial terms and conditions for a particular product, in the corresponding contract or in specimen signatures accepted by the Bank, specimen signatures to an account or a passbook established by the account or passbook owner are valid until the moment the Bank learns the account owner has died. Should the Bank be advised that the Client has died and the specimen signature to the account or passbook becomes null and void in line with the previous sentence, it shall not execute any orders in respect of the funds in Client's Account or Passbook provided this Account or Passbook is held solely by one owner. The Bank shall allow other persons to dispose of the funds in the

Account or Passbook in compliance with instructions of the court or other authority delivering inheritance proceedings. In case of joint Account or Passbook, the other owners are authorised to dispose of the Account or the Passbook.

2.6.2. The Bank shall block disposal of the funds in the Account or Deposit in the Passbook of the Client in the required amount in the following cases:

- a) execution of a judgement or execution order to collect a receivable issued by the court, executor, tax authority or other authority in respect of the Account with the Bank,
- b) execution of a judgement or execution order to sell securities and present a Passbook, issued by the court, executor, tax authority or other authority,
- c) execution of a judgement of the investigative, prosecuting and adjudicating body or court,
- d) bankruptcy petition over Client's property,
- e) agreement between the Bank and the Client.

2.6.3. The Bank can block disposal of the Client's Account funds or the Passbook deposit for a necessary period:

- a) also in case that the Bank assumes conviction that funds in the Account or Passbook are intended for committing a crime, originate from a criminal activity or participation in a criminal activity, or that Client's activity is not in compliance with the generally binding legal regulations or these Commercial Terms and Conditions, or there is a threat of causing an immediate damage to the Client,
- b) for reasons related with security of the transaction or a suspicion of unauthorised or fraudulent transaction,
- c) if unauthorised overdraft of funds shall have arisen in the Client's Account and the Client shall not have settled it within the period specified by the Bank,
- d) in case of an increased risk of Client's insolvency,
- e) for the duration of notice period in case of termination of contractual relationship between the Bank and the Client,
- f) in case the Bank decides to use the funds in the account and/or passbook for offset of its receivables from the Client,
- g) for purposes of refund,
- h) in case of newly discovered heritage.

2.6.4. The Bank is authorised to block crediting the Client's Account and/or the Passbook with funds for the duration of notice period in case of termination of contractual relationship between

the Bank and the Client. The Bank is authorised to block crediting of financial means to the Client's Account or the Client's Passbook also in case the Bank learns in a relevant manner of death of the account and/or the passbook owner.

2.6.5. The Client is obligated to inform the Bank in a timely manner that the funds in his/her Account or Deposit in his/her Passbook are excluded and are not subject to the execution of judgement or execution. Otherwise the Bank shall not be liable for any possible damage.

2.6.6. The Bank is authorised to execute the order from the accounts blocked by execution or execution of a judgement solely on the assumption that this is enabled in line with a generally binding legal regulation and that the Client has presented along with the payment order a written application clearly indicating that the order is executed from blocked funds and has presented the payment order with such application in person at the Bank's branch maintaining the relevant Account.

## ARTICLE III.

### Payment System and Settlement

#### 3.1. Cash Payments

3.1.1. The Client can perform cash transactions by:

- a) withdrawing cash,
- b) depositing cash in his/her Account or that of a beneficiary,
- c) depositing cash to be paid out in cash,
- d) transferring funds from the Client's Account to be paid out in cash,
- e) a payment card.

3.1.2. Cash withdrawals from an Account or a Passbook exceeding EUR 10,000 or a foreign currency equivalent of this amount exceeding EUR 5,000 can be executed only under joint performance of the following conditions:

- a) the Client shall notify the Bank of a withdrawal from the Account or Passbook minimum two business days in advance,
- b) at the time of notification the Client shall record in the Account or Passbook a balance that equals minimum the amount to be withdrawn,
- c) cash withdrawal from the Account with the Bank during one business day shall not exceed EUR 200,000 or its foreign currency equivalent, and cash withdrawal from the Passbook shall not exceed EUR 50,000 or its foreign currency equivalent (the above limits are also required for accumulated withdrawals from one Account or one

Passbook of the Client).

- 3.1.3. If the Client notifies the Bank of a withdrawal from the Account or Passbook more than two business days in advance, such a withdrawal shall be allowed by the Bank provided that appropriate funds are available in the Account or Passbook at least two business days before the intended withdrawal date; otherwise the Bank shall reject the withdrawal and arrange alternative withdrawal conditions with the Client.
- 3.1.4. Cash withdrawals of higher amounts than set out in Section 3.1.2. letter c) herein can be arranged by the Bank and the Client separately.
- 3.1.5. In cases wherein the Bank provides its operation by one employee, only single cash withdrawal in the amount up to EUR 2,000 or its foreign currency equivalent can be executed.
- 3.1.6. If cash is withdrawn from a Current Account with the Bank, the Bank shall apply a value date of the withdrawal date unless this day is other than a business day. In such a case the Bank shall apply a value date of the first business day following the day of cash withdrawal.
- 3.1.7. If cash is deposited in a Current Account with the Bank, the Bank shall apply a value date of the cash deposit day, unless this day is other than a business day. In such a case the Bank shall apply a value date of the next business day following the cash deposit day. In case of a so-called fast cash deposit, the Bank shall deposit funds to the Client's Account at latest on the next business day following the cash receipt, and that by applying a value date of the cash receipt day.
- 3.1.8. In case of cash withdrawal from an account/a passbook or in case of cash changing the Bank is authorised to give over the Client coins in multiples of the standard package of euro coins, i.e. coins in the value of EUR 2 and EUR 1 in packages containing 25 pieces, coins in the value of EUR 0.50, EUR 0.20 and EUR 0.10 in packages containing 40 pieces and coins in the value of EUR 0.05, EUR 0.02 and EUR 0.01 in packages containing 50 pieces.
- 3.1.9. Unless otherwise arranged between the Bank and the Client, the Bank shall allow a cash deposit which does not exceed EUR 100,000 or an equivalent of this amount in a foreign currency to an account and/or a passbook during one bank business day (this relates also to cumulated deposits made to one account or one passbook of a client).
- 3.2. Non-cash Payments - General**
- 3.2.1. The Client can perform non-cash payment transactions including transfers of financial means from the Account or to another Account directly and through third parties by using:
- a) a single payment order or standing order in a form of a payment order or SEPA direct debit,
  - b) a payment card or other payment means.
- 3.2.2. The Client shall submit the payment order (hereinafter also the "order") with the Bank, except for orders executed by use of electronic payment means, in an order form of the Bank, unless the Bank agrees otherwise with the Client. The order form must be completed in full, legibly and accurately. Once the Client signs the order, the Client is liable for correctness and completeness of data specified therein.
- 3.2.3. Data in the order form may not be rewritten. The Bank may accept correction of maturity date in the form only if the Client or an authorised person corrects the inaccurate data vis-a-vis a branch officer by striking it through and replacing it legibly with accurate information and complete it with the particular date and signature. The Bank does not perform any objective control of the data provided in the order form.
- 3.2.4. If the Client has a Specimen Signature established with the Bank, Client's signature on the payment order must be identical with such Specimen Signature.
- 3.2.5. In case of transfer in countries of the European Economic Area (hereinafter only as the "EEA") the payer bears the fees applied by the provider of payment services of the payer and the beneficiary bears the fees applied by the provider of payment services of the beneficiary (so called "SHA" payment instruction, eventually also "SLEV").
- 3.2.6. In case of transfers outside the EEA countries the payer may specify "SHA" or "OUR" payment instruction. In case the payer specifies other instruction than "SHA" or "OUR" or no payment instruction for remittance of fees in a payment order, the payment order shall be executed with "SHA" payment instruction.
- 3.2.7. The Bank shall accept payment orders only during its business hours except those that have been delivered to the Bank in a form of technical data media and transmissions whereto specific conditions for a particular product and conditions agreed in a contract with the Bank apply. The Client places an order with the Bank in writing. It can be delivered by mail or in form of other technical data media and transmissions, if such a delivery method is regulated under a contract. The Bank is authorised to reject or to accept and execute an order that does not meet the requisites set out in Section 3.2.2., 3.3.1. or 3.4.1. of these GTC. In case

the payment order is submitted by the payer in a paper form, the Bank may prolong the period of payment order execution by one Bank Working Day. A Client may specify the date of payment order maturity up to 30 calendar days as of the day a payment order had been delivered to the Bank. If a latter maturity date than 30 days as of the day a payment order had been delivered to the Bank is specified in a payment order, the Bank shall be authorised not to execute such payment order.

- 3.2.8. The Bank shall execute payment orders provided there is sufficient financial coverage in Client's Account the sum should be debited from. For purposes of payment order execution, sufficient financial coverage is deemed a status of financial means in Client's Account available in the moment of processing, and that at least in the amount of the payment order sum including Bank's charges.
- 3.2.9. If funds in the Account are insufficient on the payment order Maturity Date, the Bank shall execute the payment order only if expressly agreed so with the Client in the contract. In this case, the rights and obligations of the Bank and the Client shall be governed by a contract on credit facility.
- 3.2.10. If more orders with identical Maturity Date or bulk payment orders are delivered to the Bank and there are not sufficient funds available in Client's Account, the Bank is obligated to decide on the order of execution of individual payment orders.
- 3.2.11. The Bank executes a payment order on the Bank Working Day specified in the payment order as a Maturity Date. In case a Maturity Date equals a moment of receipt of a payment order and the Client delivers the payment order to the Bank after cut-off time, the Bank shall debit the sum of the payment order on the following Bank Working Day. In case a Maturity Date is not specified in a payment order or a Client delivers the payment order to the Bank after the day that is specified as a Maturity Date and a payment order had been delivered to the Bank until cut-off time, the Bank shall debit the payment order sum on the day of delivery of the payment order. In case no Maturity Date is specified in a payment order or in case the Client delivers a payment order is delivered after the day that is specified as a Maturity Date and a payment order had been delivered to the Bank after cut-off time, the Bank shall debit the sum of the payment order on the first Bank Working Day that follows the payment order delivery.
- 3.2.12. In case a Maturity Date specified in a payment order falls on a public holiday, Saturday or Sunday and the payment order is delivered to a Bank branch until cut-off time at latest on the previous Bank Working Day before the Maturity Date, the Bank shall debit the sum of the payment order on the Bank Working Day preceding the Maturity Date. With a payment order within the Bank (so-called interbank payment orders), if a Maturity Date specified in a payment order falls upon Saturday and a Client delivers a payment order to a Bank branch until cut-off time of the respective day that is specified in a payment order as a Maturity Date, the Bank shall debit the sum of the payment order on this day. If a Maturity Date specified in a payment order falls upon a public holiday, Saturday or Sunday and the payment order is delivered to the Bank branch after cut-off time on a previous Bank Working Day before a Maturity Date, the Bank shall debit the sum of the payment order on the following Bank Working Day after the Maturity Date. With a payment order within the Bank (so-called interbank payment orders), in case a Maturity Date specified in a payment order falls upon Saturday and a Client delivers a payment order to the Bank branch after cut-off time on a day specified in the payment order as a Maturity Date, the Bank shall debit the sum of the payment order on the following Banking Working Day.
- 3.2.13. The Bank is authorised to refuse to execute the payment orders that appear to be contradictory to the generally binding legal regulations or moral rules, or information specified therein is inaccurate or illegible to the an extent that they cannot be executed.
- 3.2.15. The Bank is authorised not to execute a payment order or a collection in case a moratorium or an embargo is declared on the country of payment beneficiary, on bank of the payment beneficiary or on the payment beneficiary, or there exists a suspicion that the payment will be blocked by authorised persons abroad, also by reasons related with security of the payment transaction, suspicion of an unauthorised or fraudulent transaction.
- 3.2.16. The Bank shall credit a payment to the account specified in the payment order. The Bank is entitled not to credit a payment in favour of the Client's Account in case the account number and the account name are not identical, and also in case when the payer's data are incomplete or insufficient in terms of regulations on prevention, investigation and detecting legalisation of income from illegal activities and financing of terrorism.
- 3.2.17. Before executing the Client's orders, the Bank is entitled to check credibility of the orders, and that by use of electronic communication media,

telephone or fax at the expense of the Client. If Client's order instructions are unclear, the Bank proceeds depending on the case nature with the usual professional care. If the Bank is to make payments under a letter of credit, a credit contract or any other request, the Bank, after a thorough investigation, shall pay to a party that it deems to be authorised to receive the payment.

- 3.2.18. The Bank receives funds for the benefit of the Client and credits Client's Account therewith. The Bank is authorised to reduce the payment transaction sum by Bank charges before the financial means are credited to beneficiary's account. The Client gives consent that after the termination of the legal relationship of the Client with the Bank and cancellation of Client's account, the Bank is authorised to credit the financial means reserved for this account to other account of the Client maintained with the Bank or to refund the sender with the payment if it is not possible.
- 3.2.19. If a non-existent bank connection has been specified in the order or the payment could not be cleared for other reason and the beneficiary's provider of payment services refunds the payment, the Bank shall either credit back the principal's account with this payment or shall request from the Client new instructions if it is not possible.
- 3.2.20. By delivering Client's payment order that meets all requisites specified in these GCT or arranged between the Bank and the Client, to the Bank, the Client grants the Bank consent to execute payment transaction or several payment transactions. The Client may revoke this consent only until the moment the payment order has been received, unless specified otherwise in these GCT or commercial terms for the respective product. The Client may not cancel payment order after it has been received by the Bank, unless specified otherwise in these GCT or commercial terms for the respective product. Payment order may be cancelled after periods specified in these GCT solely upon an agreement between the Bank and the Client.
- 3.2.21. Provided the Client specified an incorrect Unique Identifier, the Bank is not liable for non-execution or erroneous execution of payment transaction. In such case the Bank makes reasonable effort to refund the payment transaction sum to the payer and may apply charges for such service.
- 3.2.22. The Bank and the Client have agreed, that if the Bank is a party to several payment systems, it is entitled to select the payment system for executing payment transaction.

### 3.3. SEPA Payment

- 3.3.1. An order must contain the principal's and the beneficiary's bank connections, the payment sum, the currency specification in EUR (in case currency specification is missing, the transfer is deemed a transfer in EUR), the due date, the Client's signature and the order execution place and date and the name of the beneficiary in case of payments made outside the SR. An order can comprise also other data set by the Bank. If the order does not contain the data specified herein, the Bank shall reject the order. If any of the contractual beneficiaries requires that the order should contain also a variable and/or specific symbol or a payer's reference, the Client is obligated to indicate also these data in the order.
- 3.3.2. With specification of the account number in IBAN format the Bank is entitled to check conformity with the identification data of the beneficiary's payment service provider. If the account number in IBAN format and identification data of the beneficiary's payment service provider are not identical, the Bank is entitled to refuse execution of the payment order in case of a payment in EUR to the SR. The Bank accepts the account number in IBAN format solely in the format section determined for this purpose. If a payment order contains a variable symbol and/or a specific symbol and/or a constant symbol and a payer's reference, the Bank shall specify the variable and/or the specific and/or the constant symbol in case of a transfer within the territory of the Slovak Republic and a payer's reference in case of a transfer outside the territory of the Slovak Republic.
- 3.3.3. Payment orders taken over by the Bank are processed (i.e. transferred and credited) on the very same Bank Working Day in case of payment orders in terms of one provider of payment services (so-called interbank payment orders). In case of a payment order between two providers of payment services involved in SEPA the Bank is obligated to submit the documents to the mediating institution as to provide crediting of a payment orders sum to the Bank's beneficiary's account at latest on the following Bank Working Day after the sum of the payment order is debited from the payer's account.

### 3.4. Other Payments

- 3.4.1. A payment order which does not meet the SEPA payment criteria must contain bank connection of a payer and a beneficiary, name of the beneficiary's account (eventually the beneficiary's address), payment order sum, specification of a currency, Maturity Date, specification

of a person bearing charges of other payment service providers (Bank charges are always borne by the Bank's Client), Client's contact data, Client's signature and place and date of the payment order execution.

- 3.4.2. Incoming payment orders received by the Bank until the Cut-off Time are processed on the same day, and such payment is settled in nostro accounts with foreign banks under spot value dates effective on the processing date. Incoming payment orders received by the Bank after the Cut-off Time are processed on the next Bank Working Day, and such payment is settled in nostro accounts with foreign banks under spot value dates effective on the following Bank Working Day. In case of no direct swift connection with the beneficiary's institution executing the payment order, the period for execution of foreign payment order and payment order within the territory of the Slovak Republic in foreign currency is prolonged by the time required for payment order execution.
- 3.4.3. Payments in a foreign currency within the Bank (so-called interbank transfers) received by the Bank until the cut-off time are processed and credited to the Client's Account on the day the payment order was received. Payments in a foreign currency within the Bank (so-called interbank transfers) received by the Bank after the cut-off time are processed and credited to Client's Account on the Bank Working Day following the day the payment order was received.
- 3.4.4. Euro payments within the EEA countries are processed in favour of the Client's Account on the day the financial means were credited to the Bank's Account. Euro payments outside the EEA countries, payments in a currency of member states of the EU and the EEA and payments in a foreign currency are processed in favour of the Client's Account in the maximum period of four Bank Working Days since the day the financial means were credited to the Bank's Account
- 3.4.5. If the Bank receives information of incoming payment prior to the day the Bank actually records credit of funds in its account, such payments can be processed by the Bank in favour of the Client's Account on the day of receipt of information of transfer, and shall actually be credited to the Client's Account on the day of receipt of funds in Bank's account.
- 3.4.6. The Bank is entitled to convert any payments to be credited or debited to the Client's Account in currencies other than the currency of the Client's Account at an exchange rate of the Bank valid as at the moment of processing. In case of a payment order in foreign currency up to EUR 30,000 equivalent, the Bank shall con-

vert such funds at an exchange rate effective on the processing date, applicable to transactions up to EUR 30,000. In case of a payment in a foreign currency above EUR 30,000 inclusive, the Bank shall convert such funds at an exchange rate effective on the day following the pro-processing date, or the Bank can arrange the exchange rate with the Client.

- 3.4.7. If in case of payments from abroad and payments within the Slovak Republic the Bank enables the Client to draw the financial means immediately after these have been credited to the Client's Account, the Bank shall charge the Client with debit interests for drawing the financial means prior to the spot value date expiration.
- 3.4.8. The Bank is entitled to debit from Client's Account the sum equal to the sum of the credited payment in case the Bank has not received funds of the respective payment from payment service provider of the payer in its account, or in case the Bank has received funds from payment service provider of the payer for payment reversal up to the value date inclusive.
- 3.4.9. In case the name and address of the beneficiary's bank and BIC of the beneficiary's bank are not identical, the Bank shall execute the payment transaction using the BIC of the beneficiary's bank.

### **3.5. Standing Order**

- 3.5.1. The Client can instruct the Bank to execute a set of payment orders in favour of the same beneficiary by means of a standing order, such order can not be defined by means of third parties. The standing order is valid and effective at latest on the Bank Working Day following its delivery to the Bank unless agreed otherwise.
- 3.5.2. If a Client asks for a data amendment in a standing order during repetition of the respective standing order, such data amendment shall be valid and effective at latest as of the following the Bank Working Day.
- 3.5.3. A charge for setting, execution and cancellation of a standing order is specified in the Service Charges and the Bank is entitled to clear the respective charge by an offset of financial means from the Client's Account.
- 3.5.4. If the standing order due date falls upon a public holiday, Saturday or Sunday, the Bank shall debit the transfer sum on the previous Bank Working Day.
- 3.5.5. The Client may revoke consent to the execution of a standing order until the end of a working day preceding the maturity date of the standing order while the Bank does not execute payment transactions that follow the moment of the revo-

cation of the standing order and thereby also consent to the execution thereof.

### 3.6. SEPA Direct Debit

- 3.6.1. The Bank executes a SEPA Direct Debit from a Client's current account maintained in euro currency.
- 3.6.2. The Client may grant a SEPA Direct Debit Mandate in favour of the beneficiary's account directly to the beneficiary of the payment provided the Client has arranged with the Bank Level 1 for accessing the Client's account for SEPA Direct Debit or Level 2 for accessing the Client's account for SEPA Direct Debit. The beneficiary is entitled to submit the Bank the SEPA Direct Debit order only subject to the condition that the beneficiary has been granted the SEPA Direct Debit Mandate by the payer.
- 3.6.3. The Client may grant the Bank a collection authorisation/mandate of financial means from the Client's account in favour of the beneficiary's account provided the Client has arranged with the Bank Level 2 for accessing the Client's account for SEPA Direct Debit.
- 3.6.4. If the Client has arranged with the Bank Level 1 for accessing the Client's account for SEPA Direct Debit, the Client submits the SEPA Direct Debit Mandate only to the payment beneficiary. If the Client has arranged with the Bank Level 2 for accessing the Client's account for SEPA Direct Debit, the Client is obligated to submit the Bank with a collection authorisation/mandate, and that at latest on the Bank Working Day preceding the maturity of the delivered SEPA Direct Debit order from the payment beneficiary.
- 3.6.5. Until not otherwise agreed between the Client and the Bank, Level 2 for accessing the account for SEPA Direct Debit shall be applied for current accounts in EUR currency and Level 3 for accessing the account for SEPA Direct Debit shall be applied for current accounts in different currencies.
- 3.6.6. The Client may arrange the level of accessing the account for SEPA Direct Debit with the Bank in a written form at a Bank branch upon opening the current account, or at any time during the term of the agreement on the respective current account of the Client. The Client is entitled to change the Level of accessing the account for SEPA Direct Debit and such change comes into effect at latest on the following Bank Working Day after the written application of the Client for change of the Level of accessing the account for SEPA Direct Debit has been delivered to a Bank branch. The Client is entitled to request blocking of the execution of any SEPA Direct Debit orders from the specified beneficiaries (so-called undesired beneficiary). In such case the Client is obligated to specify the exact CID of an undesired beneficiary, otherwise the Bank shall not be liable for regular blocking of the execution of payment orders from an undesired beneficiary.
- 3.6.7. A collection authorisation/mandate granted to the Bank is valid and effective at latest on the Bank Working Day following its delivery to the Bank unless arranged otherwise.
- 3.6.8. In case the Client provided consent to a collection in favour of any of the contract partner, the collection authorisation is valid and effective even in case of change of the account number of the respective contract partner. The Client consents that the Bank provide the contract partner with all information about the Client required for the execution of the collection.
- 3.6.9. The Client may grant collection authorisation/mandate up to EUR 10,000.000, unless agreed otherwise.
- 3.6.10. The Client is obligated to provide sufficient financial means in its account until the end of the bank business day which precedes the SEPA Direct Debit maturity so that the SEPA Direct Debit could be executed duly and in time in such manner that after it shall have been executed, the Client's account records no unauthorised overdraft. The Bank shall not execute a SEPA Direct Debit in case of insufficient coverage of financial means in the Client's account. The Bank informs the Client of the executed SEPA Direct Debit in form of an account statement.
- 3.6.11. In order of the direct debit beneficiary to execute a one-time SEPA Direct Debit must be delivered to the Bank at latest two working days prior to the SEPA Direct Debit maturity date. The first order of the direct debit beneficiary to execute a repeated SEPA Direct Debit must be delivered to the Bank at latest two working days prior to the SEPA Direct Debit maturity date and every next order to execute a repeated SEPA Direct Debit must be delivered to the Bank at latest two working days prior to the SEPA Direct Debit maturity date, failing which the Bank is not obligated to execute the SEPA Direct Debit order. An order of the direct debit beneficiary to execute a SEPA Direct Debit will be rejected by the Bank in case the maturity date falls on a holiday, Saturday or Sunday.
- 3.6.12. A collection authorisation/mandate can be cancelled without giving a reason unless otherwise arranged. Cancellation of the collection authorisation/mandate is effective at latest on the Bank Working Day following its delivery to the

Bank.

- 3.6.13. In case the Client asks for an amendment of data in a collection authorisation/mandate, such an amendment of data shall be valid and effective at latest as of the following Bank Working Day.
- 3.6.14. If SEPA Direct Debit maturity date falls on holiday, Saturday or Sunday, the Bank debits the respective payment order sum from the payer's account on the following business day with the value date set forth in the SEPA Direct Debit.
- 3.6.15. A charge for entering, amending and execution and cancellation of collection authorisation/mandate is specified in the Service Charges and the Bank is entitled to clear the respective charge by offsetting financial means from the Client's Account.
- 3.6.16. A collection authorisation delivered to the Bank until the effective day of these GTC shall remain valid and is considered a collection authorisation/mandate in terms of these GTC

### 3.7. Reversal

- 3.7.1. The Bank is responsible for correct execution of a transaction provided the Client has performed all the terms and conditions specified in these GTC, in separate commercial terms and conditions, if they relate to the execution of the transaction, and in generally binding legal regulations. The Bank shall make reasonable effort upon Client's request and retrieve the process of non-executed or erroneously executed transaction and notify the Client of the result.
- 3.7.2. If the payment service provider of the payer proves the payer or payment service provider of the payer that the payment service provider of the payer received the sum of the transaction within the period in line with generally binding legal regulations, payment service provider of the payer is liable for non-execution or erroneous execution of the transaction.
- 3.7.3. In case of a payment when payment service provider of the payer and payment service provider of the beneficiary provide the payment service in the territory of the Slovak Republic, the Bank shall adjust without unnecessary delay an erroneous clearing either upon its own initiative, in case the funds in the Client's Account had been cleared erroneously, or upon initiative of another payment service provider that had notified of erroneous clearing thereof. The claim for compensation of damage shall not be affected thereby.
- 3.7.4. If the Bank as the payment service provider of the payer is liable for non-execution or erroneous execution of the transaction, it shall refund the sum of non-executed or erroneously

ly executed transaction to the payer without unnecessary delay, and if possible, it shall secure such a status in the payer's account, that would indicate the same status as if the erroneous transaction has not ever been executed.

- 3.7.5. If the Bank as the payment service provider of the beneficiary is liable for non-execution or erroneous execution of the transaction, it would enable the beneficiary without unnecessary delay dispose of the transaction sum and if possible, will credit the transaction sum to the beneficiary's account.
- 3.7.6. In case a foreign payment was credited to Client's Account and the foreign bank requires payment refund, the Bank shall contact the Client and ask for payment refund authorisation. If the Bank is granted the respective authorisation, it is authorised to debit the Account by the sum that had been credited in favour of Client's Account retrospectively as of the original day of the payment credit. The amount of the refunded sum in a foreign currency depends on the foreign exchange rate valid on the payment refund day.
- 3.7.7. The Bank shall not execute the reversal if the erroneous clearing or erroneous transfer was caused by the Client. In this case, the Client is entitled to apply with the Bank for cooperation upon mediation of refund of financial means of provision of data for identification of the beneficiary.
- 3.7.8. Refund can not be executed in case the payment service provider of the beneficiary receiving the erroneously executed transaction is Treasury. In such case the Bank (provided it caused erroneous execution of the transaction) shall ask Treasury for refund of the erroneously executed transaction. In case the beneficiary of such transaction does not grant Treasury consent to refund of the erroneously executed transaction, Treasury shall provide the Bank with beneficiary's identification data.
- 3.7.9. If the Client is charged fees or interests in consequence of non-execution or erroneous execution of transaction caused by the Bank, these shall be borne by the Bank.

### 3.8. Claims

- 3.8.1. The Client is entitled to file a claim in written form – by postal delivery or verbally during the operating hours at any branch of the Bank, while the Client is entitled to submit the claim, except for a claim of a transaction executed by a payment card abroad, also by telephone via DIALOG Live service or in form of a separate electronic form by means of Bank's website

- www.tatrabanka.sk. The Bank is obligated to accept the submitted claim and decide whether it is justified in periods set under the legal regulation and/or claim procedure. Shorter periods will always apply in case of a different specification. In case the Client submits a claim in a written form with a branch, the Bank immediately confirms immediately at the branch written application of the claim. Otherwise the Bank confirms the application of the claim not later than along with a written confirmation about the claim processing.
- 3.8.2. The Bank is obligated to accept the claim related with provision of payment services in the state language or in a language of these GTC, agreement on one-time payment service or agreement on electronic money issuance.
- 3.8.3. The Client is obligated to file a claim of transaction executed by payment card abroad always also in a written form at any branch of the Bank, and that by using a form intended for this purpose, otherwise the Bank shall not be liable for refusing to settle the claim with the bank abroad or for refusing to return or correct the transaction for this reason.
- 3.8.4. With a payment service claim the Bank as the payment service provider decides on whether the claim is justified without undue delay, however not later than by 15 working days as of the day when the claim was delivered pursuant to Section 3.8.1. GTC. If it is justified and the period of 15 working days cannot be met, the Bank shall be obligated to provide the Client with a preliminary answer with specification of the reasons why the reply to the claim was late and the date of final reply. Period for delivery of the final reply must not exceed 35 working days and or 6 months in complex cases related with the payment service provided in a different currency than EUR or in a currency of the contract state of the Agreement on European Economic Area within the European Economic Area or in case of a payment service in any currency outside the European Economic Area.
- 3.8.5. The Bank notifies the Client of claim processing in written form by sending a confirmation of claim processing delivered without undue delay to the e-mail address specified in the claim or to a correspondent address registered by the Bank including e-mail, otherwise to the latest known address of the Client, and that respectively. The Client may be notified of the claim processing also in other manner or with a special delivery address, if arranged with the Bank at claim submission, or the claim is fully complied with and the Client has agreed with this form of processing.
- 3.8.6. Unless a shorter period is specified herein or in the Order of Claim Procedure of the Bank, claims the Client may apply in respect of account statements, balance sheet documents, documents of payment transactions and other written documents of the Bank must be applied within the period of 15 days after delivery of the claimed documents.
- 3.8.7. The Client is obligated to report to the Bank any discrepancies in settlement, or non-settlement of validly executed orders and asset requirements for removal thereof not later than within thirteen months as of the occurrence thereof. Upon expiration of this period, the Client's claim for compensation of damages that would arise if the claim were asserted on time, terminates.
- 3.8.8. In case an unauthorised payment transaction is detected, the Bank refunds the Client the sum of such unauthorised payment transaction without undue delay, and that not later than by the end of the following working day after having detected such unauthorised payment transaction or having been notified thereof, and that including credit of the financial means to the payer's account with the credit date not later than the date the sum of the unauthorised payment transaction was debited from the payer's payment account and if possible, restores the Client's account to the state in which it would have been had the unauthorised payment transaction not taken place. Period under the first sentence shall not be applied if the Bank has a reasonable suspicion that the payer acted in a fraudulent manner, while it will report these reasons without undue delay to the National Bank.
- 3.8.9. Period of submitting Client's request for refund of financial means of the authorised payment transaction executed on the basis of a payment order submitted by the beneficiary or by means of the beneficiary (i.e. requests for refund pursuant to Section 3.8.14 these GTC) is eight weeks as of the day the financial means have been debited from Client's Account. The Bank shall process such Client's request in a legal manner in the period of 10 working days as of the day of receipt thereof.
- 3.8.10. In case of unjustified claim regarding provision of payment services in a currency of a non-member state of the European Union within the EEA and/or in any currency with payment service provided outside the EEA, the Bank is entitled to compensation of the efficiently spent costs related with claim processing.
- 3.8.11. In case it is obvious from the claim submitted by the Client, or the Bank learns, above any doubts, that the claim does not relate to the correctness of quality of the provided payment ser-

vices (e.g. shortcomings in clearing or failure to clear a validly received payment order, solution of unauthorised payment transactions, etc.) and/or the claim does not relate to Bank's responsibility for defects of other products and services of the Bank, the Bank may consider such claim as a request for provision of additional information and is entitled to compensation of charges and other costs efficiently spent for seeking additional information for the Client above the scope of the standard Bank's duty to provide information.

- 3.8.12. In case the Client does not agree with the manner of claim processing in an appeal pursuant to the Order of Claim Procedure of the Bank, it shall be entitled to file a complaint in the same manner to the bank ombudsman: Rajska 15/A, 811 08 Bratislava 1 and/or to the National Bank of Slovakia, Imricha Karvaša 1, 813 25 Bratislava.
- 3.8.13. For exercise of the rights of the Client and separately the Client enjoying consumer protection in case such right will not be acknowledged in the claim procedure or even without exercise of the right in the claim procedure, it is possible to resolve the dispute regarding the right of the Client by means of the Permanent Court of Arbitration of the Slovak Banking Association, Rajska 15/A, 811 08 Bratislava 1 and/or by means of mediation pursuant to the Act No. 420/2004 Coll. on Mediation and on amendments and supplements to certain laws as amended. The principal of voluntary mediation proceeding is not affected thereby.
- 3.8.14. The Client is entitled to refund of the financial means in case of an authorised payment transaction executed upon a payment order submitted by the beneficiary or by means of the beneficiary if no particular sum of the payment transaction was not specified at the time of authorisation and the sum of the payment transaction exceeds the sum the payer could reasonably expect with regard to payer's usual previous expenses, conditions set forth in the agreement with the Client and circumstances related with the payment transaction.
- 3.8.15. The Client is not entitled to refund of financial means pursuant to Section 3.8.14, if
- a) the Client granted their consent to the execution of the payment transaction directly at Client's bank and
  - b) the information about the particular sum of the future payment transaction were provided or made available to the payer in the arranged manner at least four weeks prior to the date when the payment transaction sum was debited by the bank or the beneficiary, if it was possible.

## ARTICLE IV. Common Provisions

### 4.1. Security of Liabilities

- 4.1.1. The Bank can secure its receivables by real and movable estates or titles (including receivables) and other property, such as residential and non-residential premises (here-inafter also the "Security") to the extent that it is allowed under relevant regulations or it is feasible as to the nature or purpose of the object to be used as the Security.
- 4.1.2. The Bank is entitled to request the Client or the Securing Party to replenish or increase the Security or provide further Security in case the Security, upon discretion or detection of the Bank, has been decreased, or damaged or discharged.
- 4.1.3. The Security provided by the Client as a debtor to the Bank shall, even without explicit amendments to that effect in the agreements concerning the Security, cover any past, present and future Bank receivables from the Client as a debtor (e.g. receivables arising from all types of loans, guarantees, discounted or accepted bills of exchange, written documents of credit or any other Bank receivables arising from any contractual relationships between the Bank and the Client as a debtor).
- 4.1.4. Even without explicit amendments to that effect, the Security covers also such Bank receivables that shall have arisen or shall arise to the Bank from the Client as a debtor from a contractual relationship that becomes null and void or shall be deemed illegal.
- 4.1.5. Any costs and expenditures associated with the Security (e.g. storage and safekeeping costs that shall arise in relation to insurance, brokerage fees, expenditures related to recovery of receivables from the Client or the Securing Party, taxes or other charges associated with taxation or acceptance of relevant Security, etc.) shall be borne by the Client or the Securing Party. In case the Bank has paid such costs or expenditures instead of the Client or the Securing Party, these become a part of other amounts due and payable of thus secured Bank receivable. The Security thus covers not only the very Bank receivable but also other amounts due and payable of the Bank receivable.
- 4.1.6. In case any of the due Bank receivables are not satisfied, the Bank is entitled to satisfy such receivables by debiting the Account held by the Client or the Party Securing such an unsatisfied receivable.
- 4.1.7. If any of the receivables of the Bank secured by

a multiple Security is not satisfied in a regular and timely manner, the Bank is entitled to use any part thereof until the outstanding receivable is fully satisfied, unless specified otherwise in the applicable contract. The Bank shall then notify the Securing Party of the place, time and method for the receivable satisfaction.

- 4.1.8. The Securing Party shall be liable for protection and maintenance of the Security, and notify the Bank without any delay of any change in the value of the Security. In case the Security is a receivable, the Securing Party shall exercise such a receivable in a regular and timely manner.
- 4.1.9. The security of the Bank receivable is effective in its original scope as to its quality and quantity until the secured receivable is fully satisfied. The Bank can, in case the Client or Securing Party requests so, release the Security or any part thereof before the receivable is fully satisfied, if at its own discretion the Bank deems this Security or any part thereof redundant.

#### **4.2. Set-off and Execution of Liabilities**

- 4.2.1. The Bank and the Client have agreed that Banka be entitled to debit financial means from the Client's Account even without submitting the payment order and to use these financial means, including financial means in the Client's Account and/or the passbook for set-off against its receivables from the Client, and that regardless of the fact whether the Bank's receivables arise in relation to the Account and/or Passbook maintenance, or otherwise.
- 4.2.2. The Bank is entitled to satisfy its receivables upon set-off against the receivables of the Client from the Bank, in the order the Bank specifies. The Bank is entitled to debit the financial means for remittance of Bank's receivables without submission of the payment order also from the account of the affected Client maintained with Tatra banka, a.s., subsidiary branch of Raiffeisen banka.
- 4.2.3. The Bank is entitled to set-off even such mutual receivables whereof some has not yet become due or has become statute-barred, as well as receivables cannot be set up at a court, as well as receivables, that cannot be subject to execution of a judgment or execution order. Even receivables denominated in various currencies can be set-off, even if these currencies are not freely convertible. Information included in the account statement is also deemed a notification of set-off.
- 4.2.4. The Client is not authorised to set-off the Client's receivables from the Bank, neither assign the Client's receivables from an Account

and/or Passbook opened and maintained with the Bank to a third person; these receivables are non-transferable.

- 4.2.5. The Client is obligated to pay the whole Bank's receivable under the conditions set out in the contract or herein. Unless agreed otherwise, the Bank is authorised to refuse partial execution of its receivable from the Client.
- 4.2.6. In case the Client fails to meet the Client's obligations resulting from the contract concluded between the Bank and the Client, commercial terms and conditions for the relevant product or these GCT, the Bank is authorised to declare a special maturity of its receivables from the Client.
- 4.2.7. Unless the Bank specifies otherwise, the Client shall first satisfy other amounts due and payable of the Bank's receivable and only afterwards the principal of the respective receivable. In case of several Bank's receivables, unless specified otherwise, the Client shall first satisfy the Bank's receivable whereof satisfaction is not secured or secured at minimum, otherwise the Client shall satisfy the earliest due receivable.
- 4.2.8. In case of set-off of receivables for various currencies, the foreign currency sell exchange rate quoted by the Bank for the day the receivables become qualified for set-off is decisive for the receivable amount qualified for set-off.
- 4.2.9. If the Maturity Date of the Bank's receivable, or any part thereof, falls upon a day that is not a Bank Working Day, the Maturity Date of the Bank's receivable, or any part thereof, shall fall upon the immediate previous Bank Working Day.
- 4.2.10. The Client takes note of and consents to the fact that the Bank is entitled to transfer any right thereof whatsoever, or assign any receivable thereof, which has incurred and/or shall incur in relation to the Client, to any third person. In addition, the Bank is entitled to transfer any commitments thereof whatsoever, which have incurred and/or shall incur in relation to the Client, to any third person, whereto the Client grants the Bank explicit consent. Granting the Client's approval hereunder does not exclude the Bank's right to assign its receivable to a third person in terms of generally binding legal regulations even without the Borrower's consent.
- 4.2.11. Unless otherwise agreed, the Client is obligated to provide sufficient funds in the account determined in the respective contract until the Cut-off Time for payment of Bank's receivable. In case funds are credited to the Account determined in the respective contract after the Cut-off Time for payment of Bank's receivable, the Bank shall

set-off the respective receivable or part thereof on the following Bank Working Day.

- 4.2.12. Declaration of bankruptcy over the property of a Client of the Bank become receivables of the Bank payable also in respect to all persons bound along with the respective Client.

#### 4.3. Termination of Commitments

- 4.3.1. The Bank and the Client can terminate their mutual commitments in a form of written agreement, all the Client's obligations associated with the commitments shall thus become settled, even if such obligations result from other contracts concluded between the Bank and the Client.

- 4.3.2. The Bank or the Client can terminate the contract in writing at any time, except for the securing contract, without providing the reason. The Bank can denounce the contract in a two months period of notice that commences as of the day of notice delivery to the Client. The notice on the part of the Client is deemed effective as of the day of delivery thereof to the Bank. In case the Client or the Bank terminates such a contract on account another contract is related to whereupon the obligations arising from this latter contract are settled by means of this account, the termination becomes effective upon the termination of all contracts related to the account, unless otherwise agreed.

- 4.3.3. The Bank shall cancel the Account as at the effective day of the agreement on termination of mutual contractual relationship with the Client or as at the effective day of the notice. The Bank shall cancel the Deposit Account, if the period for which the Account shall have been established expires. The Bank is entitled to cancel the Account and/or product and/or services provided for the Account with immediate effect, if any of the reasons for withdrawal from the contract specified in Section 4.3.4. GTC incurs.

- 4.3.4. The Bank is entitled to withdraw from the contract with the Client if:

- a) no transaction on the part of the Client shall have occurred in the Account within a period of four years,
- b) unauthorised overdraft of financial means without consent on the part of the Bank shall have occurred in Client's Account that shall not have been settled within one month,
- c) the Client shall have provided untrue information or have concealed important information necessary for conclusion or duration of the legal relationship between the Client and the Bank,
- d) the Client's property situation shall have

recorded such significant changes that imperil or have an adverse effect on satisfaction of the Bank's receivables,

- e) the Client's situation shall have recorded such significant changes that do not guarantee performance of the contract,
- f) the Client shall have not provided, neither upon call on the part of the Bank, adequate securities, or shall have not completed the already existing securities,
- g) the Client shall have settled its financial liabilities to other creditors, or shall have provided securities for their benefits, and thus shall have impeded its duty towards the Bank,
- h) the Client shall have breached the contract or acted in contradiction to the General Commercial Terms and Conditions or commercial terms and conditions for the particular product,
- i) the Bank shall have assumed justified suspicion that the Client's acting is in contradiction to the generally binding legal regulations or circumvents them or is against good manners,
- j) the Bank learns of the Client's death (natural person) and the balance of funds in the Account does not record the minimum balance or the Bank learns of the Client's termination (legal entity) without legal successor,
- k) the Client's property shall have been adjudicated bankrupt and the balance of funds in the Account does not record the minimum balance.

- 4.3.5. If the Client shall have not disposed of the Deposit in the Passbook, neither shall have presented the Passbook for completion of records for a period of twenty years, Deposit relationship shall be cancelled upon expiration of this period.

- 4.3.6. The Client is authorised to withdraw from the contract with the Bank, if:

- a) material or recurring breach of contract on the part of the Bank shall have occurred,
- b) the Client does not agree with amendment hereto or to the business conditions for the particular product,
- c) Service Charges changes significantly compared to the time of conclusion of the agreement between the Bank and the Client.

- 4.3.7. As of the commitment termination date, the Bank and the Client are obligated to take all appropriate measures necessary for damage prevention. In addition, the Client is obligated to settle all the payables the bank shall have assumed on behalf of the Client or under the

Client's instructions.

- 4.3.8. The Bank notifies the Client in writing of termination of mutual contractual relationship with the Client and of cancellation of the Account and/or products and/or services to the Account as set out in Section 4.3.3. and 4.3.4. except for letter j) or cancellation of Deposit relationship as set out in Section 4.3.5. herein together with the date in the Account, Deposit relationship, service or product cancellation date.
- 4.3.9. After mutual commitment termination, the Bank shall dispose of the Account balance, Deposit balance in the Passbook, or of other balance that is deemed the Client's receivable from the Bank (hereinafter only the "balance") upon written instruction of the Client. If the Client does not specify the method of disposal of the balance, the Bank can disburse such a balance to any other account or passbook of the Client has maintained with the Bank, otherwise the Bank shall after the mutual commitment termination maintain the balance until limitation of the claim for repayment thereof and shall not impose any interest related thereto.

#### 4.4. Liabilities of the Bank

- 4.4.1. The Bank shall be liable only for the damages it causes. In case the damage is an effect of the Client's conduct or failure to perform Client's duties, the Client assumes the liability. Objective liability principle is excluded for legal relationships of the Bank and the Client. In case the Bank ensues liability to indemnify the Client for an incurred damage, the Bank is not obligated to recompense the loss of profit, nor the non-proprietary loss.
- 4.4.2. The Bank shall examine whether the supporting documents it is obligated to take over under the contract concluded with the Client correspond to the contents of the contract. However, it is not liable for the authenticity, effectiveness and translations of these documents, neither for the conformity of the contents to the issues of fact and law.
- 4.4.3. The Bank shall not be liable for the damage and other consequences due to the following:
- false or inaccurately compelled payment orders or other documents,
  - submission of false or altered documents and written documents,
  - failure to report loss or theft of identification document to the Bank,
  - differences in the cash found out outside the cash desk,
  - change in the value of payment means,
  - acceptance of actions of persons the Bank

deems, upon the submitted documents and written documents, authorised for acting.

- 4.4.4. Should any delays or errors in the processing of the Client's orders or in their reporting result in a loss, the Bank shall be liable only for the loss of interests, unless such payment orders clearly imply the risk of damage.
- 4.4.5. In case the Client fails to meet their duties under the commitments with the Bank, the Client is obligated to compensate the Bank for any damage thus incurred, even in case the breach of duty is caused by circumstances excluding liability.

#### 4.5. Notification, Delivery and Receipt of Documents

- 4.5.1. The Bank reserves the right to notify of legally relevant facts as set out in the generally binding legal regulations by publishing thereof at its Business Premises, or under the publicly available parts of the Bank's information system, or in another way set out in these GCT. Frequency of providing or accessing information is arranged in the contract concluded with the Client, in general terms and conditions for the respective product or in these GCT. Unless specified otherwise, the published facts become binding for the Client on the notification publication day.
- 4.5.2. The Bank delivers the written documents in person, by a courier service, by mail or via electronic communication media (fax, e-mail or other electronic medium) to the agreed address or to the latest address the Bank has been notified of as the Client's address.
- 4.5.3. The Client delivers the written documents in person, via a courier service, by mail or, if agreed with the Bank, via electronic communication media (fax, e-mail or other electronic medium) to the agreed address.
- 4.5.4. In case of delivery in person, i.e. collection of written documents at the Bank by the Client or an authorised person, written documents are deemed delivered the moment they are handed over to the Client. In case the addressee refuses or fails to collect them, the documents are deemed delivered as of the third day after execution thereof.
- 4.5.5. In case of delivery by mail, written documents are deemed delivered: in the territory of the Slovak Republic - on the third day ensuing dispatch thereof, abroad - on the seventh day ensuing dispatch thereof, unless an earlier delivery date is proved.
- 4.5.6. Written documents delivered by a courier service are deemed delivered on the third day ensuing handing over thereof to the courier,

unless an early delivery date is proved.

- 4.5.7. Written documents delivered via fax are deemed delivered the moment a message of dispatch thereof is printed out. Written documents delivered via e-mail or other electronic medium are deemed delivered the day ensuing dispatch thereof, unless an earlier delivery date is proved.
- 4.5.8. The Bank decides on the method of delivery of written documents in a form of valuables, registered or common mail, at its own discretion and under common banking practices.
- 4.5.9. The Client is to notify the Bank without any delay of any failure of delivery of any awaited written documents, especially the written documents that record the execution of payment orders and acceptance of cash. In other case the Bank shall not be liable for any damages thus incurred.
- 4.5.10. The Client gives consent that the Bank be entitled to use for offering financial and related services to the Client automatic telephone calling system, fax, e-mail, SMS or other remote communication means enabling individual communication thereof with the Client. In case the Bank decides to execute its right in line with the previous sentence, the Client hereby applies for provision of relevant information, documents and offers.
- 4.5.11. The Client gives consent that the Bank uses a short text message (SMS) format and/or an e-mail message for communicating with the Client in relation to provided products and services, whereas SMS can contain information, calls, or notifications. The Bank is authorised to send SMS to the telephone number provided by the Client, or to other known telephone numbers of the Client. The Bank is entitled to send an e-mail message to the e-mail address provided by the Client.
- 4.5.12. The Client and the Bank have agreed that a password the Client specified for sending e-mail account statements be at the same time a password for sending other information, notices and notifications by the Bank related with the respective account. The Bank and the Client have also agreed that if a password for sending information related with a product or a service provided by the Bank for the Client is specified, this password shall be specified also for sending other information, notices and notifications by the Bank related with the respective product or service.

#### **4.6. Verification of Written Documents Submitted to the Bank**

- 4.6.1. The Bank is entitled to require copies of letters and signatures on the letters verified by a notary or other authority as set in valid legal regulations.
- 4.6.2. The Bank is entitled to require an official translation of those foreign letters, submission whereof it requires into the Slovak language.
- 4.6.3. The Bank is entitled to require the foreign letters be issued or verified by court and offices abroad, submission whereof it requires, be supplied with prescribed verifications (legalisation clause, super legalisation clause, apostil).
- 4.6.4. The Bank is authorised to judge the adequacy and reliability of the letters the Client submits, so as to prove the authorisation of the Client for acting and to prove the facts the Client presents, at its own discretion.

#### **4.7. Identification and Conduct of Clients**

- 4.7.1. With every business transaction, the Bank requires declaration of Client's identification, whereby the Client is obligated to meet every such request of the Bank. The Bank is obligated to refuse execution of a business transaction wherein the Client stays anonymous. For purposes of protecting clients' property, the bank is authorised, for authentication of Client's identity, to request also several identity certificates or provision of additional information concerning the Client or the Account, products and services.
- 4.7.2. Verification of Client's identity, correctness of identification data and authenticity of signatures pertaining to additional persons the Account owner authorised for disposing of the Account falls under the competency of the Bank. The Bank is authorised to request that the Client provides their signature in presence of an employee of the Bank. The Bank verifies Client's identity only upon original identification documents. The Client gives the Bank consent to make a photocopy of their identity cards for the purpose of Client identification. If an identity card of the Client is registered as stolen or lost with the database of the Ministry of Interior of the Slovak Republic, the Bank is entitled to retain such identity card and submit it to the respective authority.
- 4.7.3. The Client acts directly (a natural person acts directly if acting in person; a legal entity acts directly if represented by a statutory body) or indirectly through a representative. In case a representative acts on behalf of the Client (by law or power of attorney), identity of the representative is verified and a document proving the

authorisation for representation is to be submitted.

- 4.7.4. A legal entity registered in the Companies Register acts through a statutory body, or a proxy as set out in the entry in the Companies Register. A legal entity registered in other than the Companies Register acts through persons authorised for representation as set out in the entry in the corresponding register or in the statutes, deed of foundation or other documents.
- 4.7.5. The Client registered in the Companies Register or a similar register is obligated to, after the facts that are subject to the registration in such a registry change, harmonise the registration in the relevant register with the factual legal status and submit to the Bank a current certificate of the Companies Register or a similar register. The right of the Bank to harmonise the data about the client with the up-to-date information maintained with the respective Companies Register is not affected thereby.
- 4.7.6. In case of a change as to the person authorised to act on behalf of the Client, especially in case of a change as to the person authorised to act on behalf of a legal entity or in case of a change of method of action on behalf of a legal entity, the Client is obligated to submit the Bank an original or an officially authenticated copy of a document confirming execution of such a change (extract from the Companies Register or a similar register, minutes from the General Meeting, contract on administration, contract on association of apartment non-residential premises owners, etc.). The change as to the person authorised to act on behalf of the Client, especially as to the person authorised to act on behalf of a legal entity or a change of method of action on behalf of a legal entity is effective for the Bank the day when the respective document is delivered to the Bank, while the provision of Section 4.6.4. of these GTC is not affected hereby.
- 4.7.7. In case the validity of the change as to the person authorised for acting on behalf of the legal entity, especially as to a change of the person authorised to act on behalf of a legal entity, becomes doubtful, the Bank is authorised to request that the Client, until a valid decision of the appropriate authority (court, statutory body, etc.) is rendered, to provide the Bank with written disposals on the transactions concerning the Account and/or Passbook and funds in the Account and/or Deposit in the Passbook, whereby these disposals would be signed by the original, as well as the new person who are proving authorisations thereof for acting on behalf of the Client. The Bank can otherwise proceed under Section 2.6.3. of these GCT.
- 4.7.8. In case the validity of the change as to the person authorised for acting on behalf of the legal entity becomes doubtful, the Bank is authorised to request that the Client, until a valid decision of the appropriate authority (court, statutory body, etc.) is rendered, to accept the method of acting on behalf of the legal entity upon disposing of the Account and/or Passbook and with funds in the Account and/or Deposit in Passbook, arranged with the Client prior this change has incurred. The Bank can otherwise proceed under Section 2.6.3. of these GCT.
- 4.7.9. The Client is obligated to, without any delay, inform the Bank of all the changes that shall have incurred in the legal facts concerning the Client, especially in case of changes in the name and/or surname, business name, address, registered office, authorisation for acting, etc., whereby the Client applies with the Bank for change of these data upon submitted documents proving the execution of such a change. The notification of these new data falls under the liabilities of the Client, whereby the Bank is to apply the data notified of in writing as latest.
- 4.7.10. or the purposes of generally binding legal regulations, the Client hereby represents, that all funds used for execution of business transactions are in the Client's ownership and the business transactions are executed to the Client's Account. In case funds in ownership of another person or to an Account of another person are used for execution of a business transaction in an amount exceeding the amount stipulated in the generally binding legal regulations, the Client shall submit to the Bank within a reasonable time in advance a written representation stating the name, surname, personal identification number, or date of birth, and permanent residence address of the natural person, or the name, registered office and identification number of the legal entity in whose ownership the funds are and whose Account is used for the business transaction execution, whereby the Client shall also provide a written consent of the person/entity for use of their funds for the business transaction execution and/or for execution of the business transaction to the Account of that person/entity.
- 4.7.11. For purposes of the generally binding legal regulations, the Client hereby declares to have been informed at the time of business transaction conclusion of all the facts concerning the terms of business transaction, including the description of the circumstances that can affect the business transaction annual percentage

rated development upon a contract or business conditions of the Bank in the course of the contractual relationship and the time the Bank shall inform the Client of the occurrence of such circumstances, as well as of the information on the business transaction annual percentage rate valid at the time of concluding a written contract on business transaction, if an interest rate has been agreed, and on remunerations for the benefit of the Client related to the contract on business transaction.

4.7.12. The Client is obligated to provide the Bank with information and documents required for executing care or identification in terms of the Act on the Prevention of Legalisation of Proceeds from Criminal Activity and Financing of Terrorism. Otherwise the Bank shall refuse conclusion of the business relationship, terminate the business relationship or refuse execution of a particular business transaction. The Bank is also entitled to refuse conclusion of a business relationship or provision of a service to the Client in case it could lead to breach of generally binding legal regulations concerning execution of international sanctions providing international peace and safety.

4.7.13. For purposes of the performance of Bank's obligations in connection with the observance of tax laws and for provision of an exchange of tax information ensuing especially from:

- a) an international contract concluded between the Slovak Republic and the United States of America (hereinafter referred to as the "USA") in connection with the improvement in the observance of tax laws and the implementation of FATCA (Foreign Account Tax Compliance Act),
- b) any contract whatsoever concluded between the Slovak Republic and any country of the EU, the EEA or the Organisation for Economic Co-operation and Development (hereinafter referred to as the "OECD"),
- c) any generally binding legal regulations, binding directives, follow-ups or resolutions of the National Bank of Slovakia, the European Central Bank or other legitimate authority, the Client covenants, upon a call of the Bank and in a period specified therein, to provide the Bank with information as to whether the Client is a citizen or a tax resident of the USA, a member country of the EU, the EEA or the OECD, and to submit documents confirming this fact. In case the Client fails to perform the respective obligation set forth in the previous sentence, the Bank is entitled to refuse conclusion of a contract or to terminate an existing contract.

#### 4.8. Banking Information

4.8.1. The Client gives consent to the Bank to provide Banking Information and documents as set out in the Act on Banks to

- a) persons with property interests in the Bank,
- b) persons a person meeting the condition under letter a) herein holds property interest in,
- c) persons the Bank holds property interest in,
- d) persons a person meeting the condition under letter c) herein holds property interest in,
- e) persons a person meeting the condition under letter b) or
- d) herein holds property interest in,
- f) persons the Bank cooperates with upon obtaining data and information required for recovery proceedings in respect of receivables from the Client or a part thereof, persons the Bank cooperates with upon recovery of receivables from the Client or a part thereof or persons the Bank has granted a power of attorney to recover its receivables from the Client or a part thereof,
- g) persons whereto the Bank assigns or intends to assign its receivable, or part thereof, from the Client or persons whereto the Bank assigns or intends to assign its right, or part thereof, to the Client,
- h) persons that are to assume, or intend to assume the Client's debt to the Bank, or part thereof, or that are to assume or intend to assume the Client's liability to the Bank, or part thereof,
- i) persons that are to discharge or intend to discharge Client's debt to the Bank, or part thereof,
- j) persons that have provided, provide or are to provide security of the Bank's receivables from the Client,
- k) persons whereof estates, titles, or property party and/or completely serve for security of the Bank's receivables from the Client,
- l) person for whose loan the Client has provided, is in process of providing, or shall provide security,
- m) a person maintaining register of mortgages, and to its members, and/or to a state administrator body maintaining separate register, and/or to a state administration body at the real estate register,
- n) persons the Bank cooperates with upon the performance and provision of the performance of its activities and/or upon provision of products or services, or persons for whom the Bank performs mediatory activities and/or who perform mediatory activity

for the Bank, e.g. persons in favour whereof the Bank executes a collection from a Client's account, the Regional Card Processing Center s.r.o., card companies and companies the Bank cooperates with in the field of payment cards and cheques, insurance companies the Bank cooperates with, persons cooperating with the Bank in terms of an agreement on temporary assignment concluded as per the Labour Code, etc.),

- o) persons the Bank has concluded a contract subject-matter whereof is execution of banking activities (e.g. merchants accepting payment cards, etc.), p) persons the Bank consults a business transaction with, or requires their standpoints as the transaction (e.g. its auditors, external legal advisers, interpreters), if the Bank finds it necessary,
- q) persons the Bank has concluded any contract whatsoever or starts negotiations with, and that in relation with securitisation of Bank's receivables,
- r) an auctioneer whereof it shall have filed a petition for conduct of auction,
- s) for purposes of any legal proceedings, arbitration proceedings or other proceedings whatsoever the Bank is a participant whereof, and that in the extent required and limited only for such proceedings,
- t) other banks for the purpose of execution of banking transactions (including branches of foreign banks and banks with no seat in the territory of the Slovak Republic),
- u) third parties to whom the Client grants the respective authorisation.

4.8.2. The Client is liable for the correct and true nature of the personal data the Client provides to the Bank within the scope set out in the Act on Banks and required with individual transactions. Personal data of the Client are processed for purposes of Client's unambiguous identification, provision, security and execution of financial services and related services and products and for other purposes arranged in the Agreement.

4.8.3. Personal data of the Client are provided to persons specified in Section 4.8.1. in necessary scope, and that for the purpose of unambiguous identification of the Client, provision of security and execution of financial services and related services and products and for other purposes arranged in the Agreement. In cases when personal data of the Client are processed under Client's consent the Client consents to processing of the provided personal data in the information system of the Bank and to provision

of these data for processing in the information system in the extent required for fulfilment of the particular purpose of processing to persons specified in Section 4.8.1. for the purpose according to previous sentence, and that also in case of a cross-border information flow to countries which provide appropriate level of protection in terms of the generally binding legal regulations.

4.8.4. The consent of the Client under Section 4.8.3. is provided for the period of duration of the contract relationship and five years after termination thereof, unless other duration period is arranged with the Client in the particular consent. Client's personal data are otherwise processed in the duration period of the particular processing purpose.

4.8.5. In case processing of personal data should be executed on basis of a consent of a third person, the Client is authorised to provide the Bank information system with personal data of a third person only in case the Client holds a written irrevocable consent of that third person to provide personal data thereof to the Bank, and to the persons set out in Section 4.8.1. herein. In case the Client provides the Bank with personal data of a third person without any written consent of that person, the Client shall reimburse the Bank for any possible damage that could thus incur.

4.8.6. Pursuant to § 91 par. 1 Act on Banks the Client consents to provision and accession of data about banking transactions concluded with the Bank (including the data the Bank obtains at negotiations related with conclusion thereof), data security, payment discipline by view of repayment of obligations, for purposes of consideration of Client's creditworthiness in the scope and under the conditions set forth in § 92a Act on Banks:

- to the provider of the common register of banking information, i.e. Slovak Banking Credit Bureau, s.r.o., Company ID No: 35 869 810, seated at Malý trh 2/A, Bratislava (hereinafter referred to as the "SBCB"),
- to entities authorised to process data in the SBCB
- to banks and branches of foreign banks
- via Non-Banking Credit Bureau, association of legal entities, Company ID No: 42 053 404, seated at Cintorínska 21, Bratislava (hereinafter referred to as the "NBCB") to authorised users of the NBCB,

and that for the period of 5 years as of the day of provision thereof and in case of conclusion of a banking transaction, for the period set forth in § 92a Act on Banks.

- 4.8.7. The Client gives consent that the Bank verifies the correctness of data provided in connection with request for any type of loan or in connection with provision of security by the Client for any loan relationship. The Client gives consent that Sociálna poisťovňa with registered office at Ul. 29.augusta 8 and 10, 813 63 Bratislava provide personal data of the Client in the following extent: whether the Client is employed, name of the employer or employers and the type of labour relation, whether the Client is registered in the information system as a self-employed person, an employment and insurance duration, an assessment base amount with all or individual the employers and an average assessment base amount, whether the Client receives disability pension, old age pension or early old age pension and in what amount, whether pension deductions are being executed for the client in favour of the Bank and the Slovak Banking Credit Bureau, s.r.o., seated at Malý trh 2/A, 811 08 Bratislava 811 01, Organisation ID No: 35 869 810, maintained with the Companies Register of the District Court Bratislava I, Section Sro, Insert No. 30071/B (hereinafter referred to as the "SBCB"), and that the Bank provide Sociálna poisťovňa and SBCB with personal data in the extent specified herein for the purpose of verification thereof in connection with a negotiation about the establishment, about the establishment and the duration of the contract relationship with the Bank. The consent is granted for a period of 10 years as of granting the consent; the consent can be revoked only in case of proved violation of these terms of personal data provision under which the consent has been provided
- 4.8.8. The Client gives consent that the Bank accesses the company EOS KSI Slovensko, s.r.o., seated at Pajštúnska 5, 851 02 Bratislava, Organisation ID No: 35 724 803, maintained with the Companies Register of the District Court Bratislava I, Section Sro, Insert No. 15294/B (hereinafter referred to as "EOS KSI") personal data of the Client in the following extent (title, name, surname and birth registration number or type and number of identification document or date of birth) for purposes of executing a search of Client's data and a verification of Client's payment discipline and Client's ability to repay financial liabilities in databases of EOS KSI. The consent is granted for a period of 6 months as of the day when it had been granted and the Client can revoke it at any time, even without giving a reason. The Client concurrently grants EOS KSI consent to provision of data from its databases to the Bank for further processing thereof in its information system, and that especially data about the type and amount of Client's financial liabilities and the time when EOS KSI recorded the respective Client's financial liabilities in its databases, information about the stage of recovery of the Client's financial liability (extrajudicial, judicial, bankruptcy or restructuring), the circle of subjects towards which these liabilities have incurred, as well as data about the amount of the actually executed payments of the Client in the specified time period. The purpose of provision of the respective personal data and further processing thereof in Bank's information system is a verification of Client's payment discipline and the ability of repayment of Client's financial liabilities, as well as a decrease of Bank's risk upon provision of loans. This consent is granted for a period of five years as of the day when it had been granted while the Client can revoke it at any time. The Client consents that the Bank processes in its information system data provided about the Client from the information system of EOS KSI, and that in the same extent and for the same purposes as they had been provided to the Bank, and that during the entire period for which the respective consent had been granted.
- 4.8.9. If the Bank needs for its decision as to the Client's requirement, or for discharge of legal obligation on the part of the Bank, information or data, the Client shall provide the Bank with such information. The Client shall, upon the Bank's request, supply the information originally provided verbally in a written form. The Client shall also enable the Bank to examine its ledgers and make records and copies, as well as to provide the Bank with its profit and loss account.
- 4.8.10. The Bank is authorised to record phone calls with Clients subject-matter whereof can comprise commitments between the Bank and the Client, the Client hereby gives consent to usage thereof in case of need as evidences. If the records comprise personal data of the Client or a third person, the provisions under Sections 4.8.2., 4.8.3., 4.8.4., 4.8.5., 4.8.6., 4.8.7. and 4.8.8. of this Section shall be used appropriately.
- 4.8.11. For payment of costs the Client is entitled to be advised of information maintained thereof in the Bank's database. The Bank can require an application for provision of such information be presented in written form. The Client concurrently consents that the Bank makes available the personal data provided by the Client to the

payment beneficiary and to a third party, if these personal data form part of information and data stored with the Bank which relate to such third party.

- 4.8.12. The rights of the affected person upon personal data processing are regulated in the Act on Personal Data Protection. The affected person is especially entitled to request information on processing of its personal data, the list of personal data, information about the resource from which personal data were obtained, it is also entitled to request correction or liquidation of its incorrect, incomplete or outdated personal data which form the scope of processing, as well as other rights under the Act on Personal Data Protection. Instructions for the affected persons on their rights under the Act on Personal Data Protection are available at each Bank branch and on [www.tatrabanka.sk](http://www.tatrabanka.sk).

#### **4.9. Arbitration Clause and Settlement of Disputes**

- 4.9.1. In compliance with Bank's legal duty to offer the Client irrevocable proposal for concluding arbitration agreement the Bank proposes the Client that all disputes which have arisen or shall arise in connection with provision of payment services and in relation thereto be definitely resolved in arbitration proceedings before the Permanent Arbitration Court of the Slovak Banking Association (hereinafter referred to as the "Arbitration Court"). By signing the agreement contents whereof is provision of payment services the Client accepts the Bank's proposal for concluding arbitration agreement hereunder unless the Client specifies their disapproval to the respective proposal in the relevant agreement contents whereof is provision of payment services.
- 4.9.2. In compliance with Bank's legal duty of offer, the Bank and the Client have agreed, that all disputes which have arisen or shall arise in connection with execution of banking transactions or in relation thereto (other than specified in Section 4.9.1. hereof) be definitely resolved in arbitration proceedings before the Arbitration Court except for cases when competence of the Arbitration Court is not granted. The Bank and the Client have agreed that the arbitration clause herein does not affect the right to submit the dispute for resolution at the general court and this right extinguishes by filing an action at the Arbitration Court specified herein.
- 4.9.3. The Client is authorised to withdraw from the arbitration clause specified in Section 4.9.1. and 4.9.2. GCT and that in writing by 30 days since the GCT herein have become effective or

by 30 days since the agreement with the Bank has been concluded.

- 4.9.4. In case of resolving disputes before the Arbitration Court, the following shall apply:
- disputes shall be resolved by one arbiter except for disputes specified in Section 4.9.1. GCT,
  - arbitration proceedings shall be governed by internal regulations of the Arbitration Court,
  - language of the arbitration proceedings shall be Slovak,
  - decision of the Arbitration Court shall be binding both for the Bank and the Client, and shall be enforceable and executable,
  - the Bank and the Client covenant to perform all liabilities imposed in the arbitration decision on the determined dates.
- 4.9.5. Unless otherwise agreed between the Bank and the Client, legal relationships between the Bank and the Client shall be governed by the law of the Slovak Republic and mutual disputes that would arise from these relationships, except for disputes with the determined competencies of the Arbitration Court, shall be solved and resolved by the general court.

#### **4.10. Euro as Legal Means of Payment**

- 4.10.1. Where terms such as "Slovak currency", "Slovak money", "national currency", "national money", "domestic currency", "Slovak koruna", abbreviation of Slovak koruna "SK" or a code of the Slovak koruna "SKK" are used in the relevant contract concluded between the Bank and the Client, in commercial terms and conditions for the relevant product, in general commercial terms and conditions or in other documents of the Bank, these terms shall mean as of the day the Euro shall have been introduced in the Slovak Republic (hereinafter referred to as the "SR") also valid Euro banknotes and Euro coins, Euro currency, "Euro" term, Euro symbol and code of Euro currency "EUR", and as of the termination of the dual cash flow only valid Euro banknotes and Euro coins, Euro currency, "Euro" term, Euro symbol and code of Euro currency "EUR"; and currency conversion in line with the conversion rate shall be applied when a particular sum is specified.
- 4.10.2. Where terms such as "foreign currency", "foreign money" or "foreign exchange" are used in the relevant contract concluded between the Bank and the Client, in commercial terms and conditions for the relevant product, in general commercial terms and conditions or in other documents of the Bank, these terms shall mean before day the Euro shall have been introduced

in the Slovak Republic other currency than the Slovak currency, during the term of the dual cash flow in the SR this shall mean other currency than Euro or Slovak currency, and as of the termination of the dual cash flow this shall mean other currency than Euro; and currency conversion in line with the conversion rate shall be applied when a particular sum is specified.

- 4.10.3. Where credit facility is rounded to whole hailers, to whole Slovak korunas or multiples of whole Slovak korunas in the relevant contract concluded between the Bank and the Client, subject-matter whereof is provision of loan in form of an overdraft credit facility or authorised overdraft, in commercial terms and conditions for the relevant product or in other documents of the Bank related to the loan or authorised overdraft, shall as of the day the Euro shall have been introduced in the Slovak Republic mean credit facility converted in line with the exchange rate and rounded up to the whole number, unless not otherwise agreed between the Bank and the Client.
- 4.10.4. If the European currency unit (hereinafter referred to as "EUR") becomes the only legal payment means in the country in the national currency of which the Client's Current Account, Passbook or any other product or service is maintained, the Bank is authorised, as of the effective date of EUR introduction in the country, to convert all these products and services maintained in such a national currency to EUR, as well as to take all necessary measures related thereto.

## ARTICLE V. Final Provisions

- 5.1. The Bank charges the Client for standard products and services as set out in the Service Charges. In case of non-standard products and services, the Bank applies individually arranged charges. Apart from the charges, the Bank is entitled to reimbursement for legal representation costs, costs related to occurrence, change, termination and execution of security of receivables, costs related to recovery of Bank's receivables, as well as the reimbursement for state charges and taxes. The Client also bears any other expenditures associated with the transactions in Client's Account, in particular long-distance phone calls, faxes, telegrams, postal charges, etc. the Bank is entitled to clear all the above payments by debiting Client's Account.
- 5.2. Relationships between the Client and the Bank conform to a corresponding contract concluded between the Bank and the Client, to the commercial terms and conditions for the relevant product, to the Bank's General Commercial Terms and Conditions and to the generally binding legal regulations effective in the territory of the Slovak Republic respectively. In case these GCT contain provisions that represent an unacceptable business condition in relation to the consumer in terms of generally binding legal regulations, such provisions shall not be applied for relationships between the Bank and the Client - consumer.
- 5.3. Unless not arranged otherwise in the contract with the Client, the Bank concludes the respective contract with the Client for an indefinite period, in Slovak language and executes communication in the course of the contract relationship with the Client in Slovak language.
- 5.4. The Bank is authorised, depending on the amendments to particular legal regulations or its business policy, or upon the Bank's Management decision, to amend or completely replace these GCT (hereinafter referred to as the "amendment"). The Bank shall publish this amendment, as well as the start date as to validity and effectiveness thereof, at its Business Premises and on its website, and the Bank shall ensure the publishing at latest two months prior to the amendment effective date. If the Client disapproves of the amendment to the GCT, the Client is obligated to notify the Bank of the disapproval in writing at latest until the amendment effective date. Unless the Bank and the Client agree otherwise, they are entitled to terminate their mutual commitments and settle their respective liabilities. In case the Client fails to notify the Bank within the above-stated period of the disapproval of the amendment to the GCT, the Client shall be deemed giving consent to the amendment and the mutual relationships between the Bank and the Client shall as of the amendment effective date conform to the amended GCT.
- 5.5. The Bank publishes the GCT on its website and in its Business Premises. If the GTC are carried out in several language versions, Slovak language version is the version which is legally binding. The GCT are valid even after the legal relationship between the Bank and the Client terminates, and that until the complete settlement of mutual commitments thereof. The Client is authorised to ask for provision of the respective GCT in paper or electronic form at any time in the course of the contract relationship with the Bank.
- 5.6. The Agreement on Account along with the respective Specimen Signatures and these Commercial Terms and Conditions together form the Framework Agreement on Payment Services pursuant to the respective provisions of the Act No. 492/2009 Coll. on Payment Services and on amendments and supplements to certain laws.

- 5.7. General Commercial Terms and Conditions of Tatra banka, a.s. valid as of 1 May 2016 shall be cancelled as of the effective day of these GTC.
- 5.8. This Section of the GTC becomes valid upon the day of publication thereof at business premises of the Bank and effective on 13 January 2018.

## Section B: For Clients – Consumers

### Article I. Definitions and Terms

For purposes of this Section of the GTC and the legal relationship between the Bank and its clients, consumers, the definitions and terms shall be applied with the meaning as set out below:

1. **Bank is Tatra banka, a.s.**, Hodžovo námestie 3, 811 06 Bratislava 1, Organisation ID No: 00 686 930, VAT ID No: SK2020408522, maintained with the Companies Register of the District Court Bratislava I, Section: Sa, Insert No. 71/B, bank license granted under the resolution of the National Bank of Slovakia no. UBD- 1788/1996 in connection with resolutions no. UBD-22-1/2000, UBD-861-2/2000, UBD-762/2002, UBD-404/2005, OPK-1156/3-2008 and OPK-11394/2-2008, electronic address: www.tatrabanka.sk and tatra-banka@tatrabanka.sk. The Bank provides payment services in line with the Act on Payment Services and its activity is supervised by the National Bank of Slovakia.
2. **Banking Information** is any information concerning the Bank's Clients that the Bank files in its information system or other documents, receives when performing banking activities or activities related thereto, whereby the information is not publicly accessible. The Bank is obligated to keep these information including documents concerning the Client in secrecy and protect them against disclosure, misuse, damage, destruction, loss or theft, and provide them to the third parties only upon prior written consent of the particular Client, or upon the Client's written instruction, unless specified otherwise herein or by generally binding legal regulations.
3. **Bank Working Day** is a day when the Bank and other institutions participating in transfer of the funds perform their activities and this day is not a public holiday or a non-working day.
4. **Bank Connection** for domestic payment system within the territory of the Slovak Republic in EUR currency refers to prefix of the account containing not more than six characters, a number of account consisting of ten characters and a Bank code consisting of four characters or an interbank account number (IBAN) consisting of twenty four characters (IBAN). Bank connection for other transfers refers to a name and an address of a bank, an account name and an account number and a beneficiary's account number or IBAN. In cases of payments outside the Slovak Republic it is required to specify also a swift code/BIC (Bank Identification Code) of a beneficiary's bank in case the bank has been assigned it. A number of an account consisting of ten characters and a bank code consisting of four characters or IBAN and BIC is a unique identifier for the purpose of an unambiguous identification of the user of payments services or their payment account for payment transactions.
5. **Current Account** is an Account opened by the Bank for its owner in an agreed currency upon a written contract and for an indefinite period, unless the Bank agrees with the Client otherwise. The Bank accepts for the Current Account, in the currency the Account is main-tained in, financial deposits or payments executed in favour of the Account owner, and uses the funds on the Current Account upon a written order of the Account owner, or pays out a required sum upon discharge of the terms set out in the contract, or executes on behalf of the Account owner payments to the persons appointed by the Account owner.
6. **BIC (Bank Identifier Code) or bank swift code** is an international bank identification code containing 8 or 11 characters and is used for identification of a financial institution with payment transactions.
7. **Service Tariff** is a Bank-produced overview of charges and prices for products and services. The Service Tariff comprises particularly the Service Charges of Tatra banka, a.s. or part thereof, the charges and prices for products and services offered and sold within the business network of Tatra banka Group, the principles of charging and the list of branches of the Bank.
8. **Cut-off Time, or the time of system closure** is the time by which the Bank accepts or receives payment orders or other types of orders and by which it executes transactions under the maturity date of the order placement or receipt. The Bank processes accepted or received payment or other orders throughout the entire Bank Working Day. Payment or other orders the Bank receives after the Cut-off Time are deemed received on the following Bank Working Day. The Bank is entitled to change or implement a new Cut-off Time in case of a change of technical or procedural rules applied with payment services. The Bank notifies its clients of the Cut-off Time and of its changes a sufficient time in advance in writing and also on its web site and at its business premises.

9. **Cut-off time for payment of Bank's receivable or the time of system closure for repayment of Bank's receivable** is the time by which the Client is obligated to provide sufficient financial means in the account for the purpose of offsetting a payment of a receivable or a portion thereof. The Bank is entitled to change or implement a new Cut-off Time for payment of Bank's receivable in case of a change of technical or procedural rules applied with payment services. The Bank notifies its clients of the Cut-off Time payment of Bank's receivable a sufficient time in advance in writing and also on its web site and at its business premises.
10. **Cut-off time for SEPA Direct Debit or the time of system closure for SEPA Direct Debit** is the time by which the Client is obligated to provide sufficient financial means in the account for the purpose of debiting a collection. The Bank is entitled to change or implement a new Cut-off Time in case of a change of technical or procedural rules applied with payment services. The Bank notifies its clients of the Cut-off Time and of its changes a sufficient time in advance in writing and also on its web site and at its business premises.
11. **Express Payment** is a payment with a shortened term of transfer execution when the Bank debits the transfer sum on the maturity date (if the respective order was submitted until the Cut-off Time determined by the Bank) and submit the documents required for transfer execution to the intermediary institution in such manner that credit of the transfer sum to the beneficiary's bank account is provided without undue delay after the transfer sum has been debited from the principal's bank account. Express Payment is charged separately in terms of the Service Charges.
12. **IBAN (International Bank Account Number)** refers to an international bank account number that enables unique identification of a beneficiary and automated payment processing. It contains a country code, a control number (it is calculated under precisely defined algorithm upon a bank code, an account prefix and account number), bank code, Client's account prefix and number.
13. **IBAN validator** is a mechanism for control of the beneficiary's IBAN code structure correctness upon specification of Account structures of individual countries on the part of the Bank, and that for the reason of delivering automatic cross-border transfer processing via the European clearing system. The overall correctness of the IBAN falls under the liability of the Client.
14. **Beneficiary's identifier (CID - Creditor Identifier)** is a unique identifier of a SEPA direct debit beneficiary. It allows payers and banks of payers verify SEPA direct debit and process or refuse a direct debit in terms of a payer's request.
- The CID consists of a code of the respective country, 2 control numbers, a code defining business activities of the beneficiary and not more than 28 digits is determined for a national identifier of a beneficiary. The beneficiary's identifier is assigned in the Slovak Republic by the National Bank of Slovakia on basis of a written request of a SEPA direct debit beneficiary by means of their bank.
15. **Client** is a natural or legal entity who has a status of a consumer and who enters in such contractual relationships with the Bank that cover the banking activities listed in the Act on Banks, and also a person the Bank negotiates a transaction with, even if the transaction eventually does not take place, as well as a person who ceases to be a Client of the Bank. The terms Account/Passbook owner, Payment Service user, Authorized person, Payer and Beneficiary are used herein only for a more precise distinction of the Client's status.
16. **Exchange Rate Table** is a Bank-produced overview of exchange rates of one currency to another that, unless agreed otherwise, is binding for the Bank and the Client. The exchange rate of currencies the Bank trades in is for the most part produced upon the current prices on the interbank market for each Bank Working Day. The Bank publishes the current exchange rate table and changes thereto at its Business Premises and on its web site, or in other manner arranged in a contract. The exchange rates of individual currencies can be changed in the course of a Bank Working Day, while change of the exchange rate based on the reference exchange rate may be applied immediately yet without prior notification of the Client.
17. **SEPA Direct Debit Mandate** is consent of the Client to SEPA Direct Debit of financial means from Client's current account maintained with the Bank in EUR currency under the terms and conditions governed by these GTC.
18. **Extra charge for manual processing of payment order due to missing or erroneous data, so-called Non-STP Charge** is an additional charge cleared from the account of the payer. This type of charge can arise as a result of incorrectly placed payment instructions in a payment order whereupon a bank cannot process the transfer automatically and manual entry is required. The Bank is authorised to clear this charge also in case there is not enough amount of funds in Client's Account.
19. **Bank's Business Premises** are those premises of Bank's branches and other administrative premises of the Bank where as a rule legal relationships between the Bank and the Client are concluded. Bank's Business Premises are deemed the places of performance. All legal relationships between the Client or the third party and the Bank conform to

the law applicable at the place of performance, unless agreed otherwise by the Bank and the Client.

20. **Moment of Payment Order Receipt** is the day of delivery or submission of a payment order to the Bank. Moment of Payment Order Receipt need not be identical with the maturity date specified therein. The Bank executes a payment on the basis of a maturity date specified in the order. If this date is not specified therein, it is deemed the Moment of Payment Order Receipt. Cut-off Time conditions specified herein shall remain unaffected for the Moment of Payment Order Receipt.
21. **SEPA credit transfer** is a payment in EUR currency from a payer's account to a beneficiary's account while both accounts are maintained with banks involved in SEPA. SEPA credit transfer order must meet determined criteria, and that specification of a beneficiary's account number in IBAN format, specification of a swift code/BIC of a beneficiary's bank, specification of the payment instruction "charges of other banks are borne by the beneficiary, i.e. SHA or eventually SLEV". In case of a SEPA credit transfer within the territory of the Slovak Republic the Bank does not require a BIC of a beneficiary's bank. If a SEPA credit transfer order does not contain some of the criteria specified herein such transfer shall be processed and charged as a standard non-cash payment in EUR currency and pursuant to the Service Charges in a foreign currency.
22. **Specimen Signature** is a document listing the persons authorised to act on behalf of the Client and the method and scope of their acting. Specimen Signature may be a separate document (e.g. List of Authorised Persons and specification of the extent of account authorisations), or can be part of the agreement. The persons authorised to act in the name of the Client can be defined in the specimen signature under M, D, K and V groups and the method of their acting can be defined under the S, A or B level. If an authentic graphic image of the Client's signature, i.e. Client's name and surname, or surname is a part thereof, it must contain personality characters indicating individuality. Specimen Signature is stored with the Bank and can serve for Client's identification in business relationships related to the Account or the Passbook. Specimen Signature also defines the authorised persons who can execute media payment transactions in the name of the Client by means of electronic communication and also other legal acts determined either in the respective Specimen Signature to the Agreement on Provision of Banking Services to Account By Means of Electronic Communication Media or in other agreement concluded with the Bank and also

in the Commercial Terms and Conditions of Tatra banka, a.s. for Electronic Banking. The authorised person specified in this manner is always entitled to define or cancel the access to the respective account for third parties.

**M Group (account owner, statutory representative, attorney-in-fact)** refers to a person authorised by the Client via specimen signatures for establishment, change and cancellation of relationships related to the particular account or passbook, for appointment, change or cancellation of persons in the specimen signatures to the particular account or passbook, and for requesting Banking Information of the particular account or passbook. A person of the M Group concurrently holds the authorisations of the persons of the D, K and V groups.

**D Group (person authorised to dispose of the Account)** refers to a person authorised by the Client via specimen signatures to dispose of the funds in the account or passbook, and to independently request information of the account or passbook required for the performance of his/her authorisation (i.e. the information on the account or passbook name and number, the account or passbook balance and transactions, and an account statement), to independent submission of a request for intermediation of payment refund and also to independently apply for provision of Client's account information for audit purposes. A person of the D Group concurrently holds authorisations of the persons of the K and V groups.

**K Group (courier)** refers to a person authorised by the Client via specimen signatures to receive account statements, to present contracts, applications, transfer orders, and other documents signed by the persons of the M or D groups, to receive account cash upon a presented order of the authorised persons. A person of the K Group concurrently holds authorisations of the persons of the V Group.

**V Group (depositor)** refers to a person authorised by the Client via specimen signatures to deposit the Client's funds to the Client's account.

**S Level** of a person defined in specimen signatures refers to an independent method of acting on the part of a person of the M or D groups.

**A Level** of a person defined in specimen signatures refers to a joint scope of acting on the part of a person of the M or D groups. A person under the A level can act along with other person under the S, A or B level.

**B Level** of a person defined in specimen signatures refers to a joint scope of acting on the part of persons of the M or D groups, and a person under the B level can act along with other persons under the S or A level.

23. **Charges of Other Payment Service Providers** are processing charges of other payment service providers than the payer's bank incurred upon the transfer. The payer specifies in the payment order whether charges of other payment service providers will be borne by the payer or the payment beneficiary. The Bank is entitled to settle charges of other payment service providers even if there are not sufficient funds in Client's account. The amount of the charge generally depends on the amount of the payment being sent while banks can define the minimum and the maximum charge.
24. **Account Information Service Provider** (hereinafter also the "**AISP**") is a party which provides payment services related with information about a payment account maintained by the Bank accessible online in the Internet environment.
25. **Card Based Payment Instruments Issuers** (hereinafter also the "**CISP**") is a party which provides payment services of issuance of a payment tool for a payment account maintained by the Bank accessible online.
26. **Payment Initiation Service Provider** (hereinafter also the "**PISP**") is a party which provides payment initiation services in the Internet environment (i.e. execution of payment transactions) for a payment account maintained by the Bank accessible online.
27. **Order of Claim Procedure of Tatra banka, a.s.** (hereinafter also the "Order of Claim Procedure") regulates the procedure, rights and obligations of the Bank and the Client upon application and settlement of claims concerning the quality and correctness of the provided Bank's services. The Bank accepts the claims concerning its services at its Business Premises or via the DIALOG service and proceeds in the settlement thereof in line with the published Order of Claim Procedure. The Bank is authorised to amend and change the Order of Claim Procedure. The Bank publishes the amendment to the Order of Claim Procedure at its Business Premises and on its web site, or in other appropriate way. The Order of Claim Procedure is available at every branch of the Bank and on its web site.
28. **Service Charges of Tatra banka, a.s.** (hereinafter also the "**Service Charges**") is a document comprising charges and prices for Bank's products and services. The Service Charges are available at every branch of the Bank and on its web site, and that either as a separate document or as an integrated part of the Service Tariff.
29. **SEPA (Single Euro Payments Area)** is an area where natural persons and corporate entities can execute and receive payments in EUR currency within the countries involved in SEPA (member countries of the European Union (hereinafter referred to as the "EU"), Iceland, Lichtenstein, Norway, Switzerland and Monaco) under the same basic conditions for executing thereof.
30. **SEPA Direct Debit** (hereinafter referred to as the "**collection**") is a payment in EUR currency executed within the countries of the SEPA area on the basis of SEPA Direct Debit Mandate to collect financial means from current account of a payer in favour of the account of a beneficiary with the payment order submitted by the beneficiary. SEPA Direct Debit is executed by the Bank under the condition that the Client as a SEPA Direct Debit payer has arranged with the Bank to access the Client's account for SEPA Direct debit as Level 1 or Level 2.
31. **Accessing Account for SEPA Direct Debit** is a service provided by the Bank for Client's current account maintained with the Bank in EUR currency enabling the Client select from three options of SEPA Direct Debit execution offered by the Bank. The Bank provides for its clients the following levels of Accessing Account for SEPA Direct Debit:  
**Level 1** - allows the Bank execute every SEPA collection payment on the basis of the SEPA Direct Debit Mandate provided by the payer directly to the payment beneficiary without the need to deliver the SEPA Direct Debit Mandate also to the Bank.  
**Level 2** - allows the Bank execute every SEPA collection payment only subject to the condition that at latest on the Bank Working Day preceding maturity of the delivered of the SEPA Direct Debit payment order by the payment beneficiary the Bank has been delivered by the payer also the SEPA Direct Debit Mandate the payer has granted to the payment beneficiary; failing which the Bank shall not execute the SEPA collection payment. The Client is authorised to grant the SEPA Direct Debit Mandate in a written form at a Bank branch or by means of electronic communication media.  
**Level 3** - does not allow the Bank execute SEPA collection payment from the Client's account.
32. **Spot Value Date or Value Date** refers to the day of settlement of funds in the correspondent institution's account in case of outgoing payments or in the account of payment services recipient in case of payments processed via TARGET2 system. It is the day the Client can dispose of the funds in their account without debit interests in case of incoming payments.
33. **Consumer** is a natural person, who does not act within their employment, profession or business activities, or as a statutory body of a legal entity, proxy or representative thereof (including representative of a natural person - entrepreneur) upon concluding and/or performing the contract subject-matter whereof is provision of payment services. For purposes of this Section of the GTC, Consumer is not legal entity or a natural person -

entrepreneur, and that not even in case if such person employs less than ten persons, or annual turnover or balance thereof does not exceed EUR 2,000,000.

34. **Third Parties** (hereinafter also the "TPP") are all or any of the parties providing payment services like AISP, CISP, PISP as defined in par. 24, 25, 26 herein. Authorisations of the Third Parties related with access to the payment accounts are arranged between the Client and the Bank in a separate agreement between the authorised person and the Bank which is concluded in the environment of electronic communication media.
35. **Account** is a current or deposit account (hereinafter also the "Account") opened by the Bank for its owner in an agreed currency upon a written contract for an indefinite period, unless the Bank agrees with the Client otherwise. An account owned by two or more persons is referred to as the joint account. The Bank opens also a so-called child account and a student account under an agreement on current account of a natural person and on provision of other products and services to this account, which offers the client a Tatra Personal service package. A child account is an account with a service package the Bank opens for children (clients) up to 15 years of age. A student account is an account with a service package the Bank opens for full-time students from 15 to 20 years of age or from 20 to 26 years of age after submission of a confirmation of school attendance. A deposit in the account maintained with the Bank is considered as a deposit under § 3, par. 1 Act No. 118/1996 on Deposit Protection as amended.
36. **Interest Rates** is a document containing interest rates set by the Bank for individual products and services of the Bank. The Bank determines the interest rate related to transactions of the Bank and the Client depending on the situation of the financial market. Interest Rates are available at every branch of the Bank and on its web site.
37. **Deposit** is the funds entrusted to the Bank that represent an obligation that these funds will be paid to the Client. Deposit in the Account and the Passbook opened with the Bank is deemed deposit pursuant to Article 3, par. 1 Act No. 118/1996 Coll. on Deposit Protection as amended.
38. **Passbook** is a security containing the Bank's confirmation of Deposit receipt, its amount, changes, and closing balance. A Passbook owned by two or more persons is referred to as the joint passbook. Deposit in the Passbook opened with the Bank is deemed deposit pursuant to Article 3, par. 1 Act No. 118/1996 Coll. on Deposit Protection as amended.
39. **Deposit Account** is an Account that the Bank opens for its owner in an agreed currency upon a written contract, unless the Bank agrees with the Client otherwise. Under a contract on Deposit Account, the Bank covenants to pay interests in the Account funds and the Client covenants to deposit the funds in the Account and leave use thereof upon the Bank.. Deposit in the Deposit Account opened with the Bank is deemed deposit pursuant to Article 3, par. 1 Act No. 118/1996 Coll. on Deposit Protection as amended.
40. **Account Cancellation** is an act on the part of the Bank whereupon the Account maintenance shall be in case of termination of contractual relationship between the Bank and the Client technically cancelled in the Bank's information system. The Bank stores information on cancelled Account and related Account documentation for the period set out in the generally binding legal regulations.

## ARTICLE II.

### Account and Passbook

#### 2.1. Account and Passbook Opening and Maintenance

- 2.1.1. Unless the Bank agrees with the Client otherwise, the Bank opens Current Accounts and Deposit Accounts, and accepts deposits into Passbooks in EUR and foreign currencies on the basis of a written contract. Unless otherwise specified in the relevant contract with the Client, the contract is concluded for an indefinite period.
- 2.1.2. Unless the Bank agrees with the Client otherwise, Accounts and Passbooks are maintained in the name and surname/business name of the Client. The Bank can complete the Account identification as required by the Client upon Client's request. Each Account and Passbook has its own number.
- 2.1.3. The Bank can open an Account or a Passbook jointly to several individuals and each of the individuals is an Account or a Passbook owner. The Bank shall not examine mutual claims of the Account owners to the funds in the Account or the Passbook, and shall not be liable for any such mutual claims. In case a damage occurs to the Bank upon instruction of one or more owners of the joint Account or the Passbook, all owners of the Account or the Passbook shall be liable for this damage jointly and severally.
- 2.1.4. The Bank is entitled to open a current account with Tatra Personal<sup>™</sup> service package for a juvenile client up to 15 years of age upon a request of a child's legal representative, and for a juvenile client from 15 years of age upon a child's

own request or a request of a child's legal representative.

- 2.1.5. The owner of the Passbook or a person with legal interest in the Passbook is obligated to inform the Bank immediately of its loss, theft or destruction. In such a case, the Bank shall initiate redemption proceedings and after termination thereof shall issue a new Passbook to the authorised person, or pay out the Deposit balance. If for the period of redemption proceedings the Bank is not notified of recovery of the Passbook whereupon the redemption proceedings shall have been declared, the Passbook shall become null and void.

## 2.2. Disposing of Account, Passbook and Funds

- 2.2.1. The Account owner or Passbook owner is authorised to dispose in full range of the Account or Passbook and funds in the Account or deposit in the Passbook, and that mainly to open and cancel the Account or Passbook, propose a change in the agreed conditions of the contract, dispose of funds in the Account or Passbook Deposit, to enter, change and cancel the persons authorised in Specimen Signatures, to demand Banking Information, to block funds in the Account or Passbook. Authorisations and access to the payment account of the Account owner by means of Internet including access by means of third parties is defined by a separate agreement of the authorised person with the Bank in the environment of electronic communication media.

- 2.2.2. The Account owner or Passbook owner can authorise other persons to perform on his/her behalf single powers of disposal regarding the Account or Passbook and/or funds in the Account or Passbook Deposit either by delegation of all powers by means of establishing a Specimen Signature to the Account or Passbook, or by granting a written power of attorney. The granted disposal authorisations regarding the Account and/or funds in the Account through establishment of a Specimen Signature to the Account, or upon limitation of disposal of the Account and/or of the funds in the Account do not affect the Client's acting under other contractual relationships with the Bank that can involve the Bank's right to clear its receivables from the Client from such an Account.

- 2.2.3. The Account owner or Passbook owner is obligated to specify the method of acting of the authorised persons (individually or jointly). The Bank is not obligated to accept any other limitations of acting and signing. In case of joint action of the persons authorised to perform the

individual disposal authorisations regarding the Passbook or Passbook Deposit, performance of the particular action requires personal presence of all the authorised persons.

- 2.2.4. The Bank and the Passbook owner have agreed that any person who knows the Passbook Account Number is authorised to perform Deposits in the Passbook. The Bank is authorised to record an item in the Passbook for every person who presents the Passbook. In such a case, the Passbook owner gives consent that the information contained in the Passbook are provided to the person who presents the Passbook.

- 2.2.5. Unless a generally binding legal regulation or these GCT do not specify otherwise, the power of disposal of the Account or Passbook and/or funds in the Account or Passbook Deposit is valid until delivery of a written cancellation of the power of attorney, or until delivery of other document justifying the facts leading to opening, change or cancellation of the powers of disposal of the Account, Passbook and/or funds in the Account or Passbook Deposit. Changes to Specimen Signatures are obligatory for the Bank as of the Bank Working Day following their delivery to the Bank.

- 2.2.6. The current Account owner can ask the Bank only for cancellation of the complete service package, not for cancellation of a selected product or service included in the service package (except for withdrawal from the overdraft agreement). If the Account owner asks the Bank for the service package cancellation and for maintenance of the Account without the service package, the Bank shall enable this change with immediate effect.

- 2.2.7. Opening of the Account, cancellation of the Account, change of the arranged Account conditions and disposing of funds in the Account of a minor client can be executed:

- a) Independently by one legal representative of the minor, if:
- he/she opened the account of the minor client, or
  - minor client has been put into his/her custody, or
  - minor client has only one legal representative, or
  - both legal representatives of the minor agree upon independent action, or
  - minor client who became 15 years old expressed consent to the independent action of the legal representative;
- b) Jointly two legal representatives of the minor, if they did not open the account of the minor or if they agree upon the joint

action;

c) Independently by the minor client of 15 years of age and more;

d) Independently by the person in charge of replacement care of the minor.

2.2.8. The Bank shall not accept entering, change, cancellation of the authorisation for disposing of the account of a minor client for third persons. A legal representative of a minor client is entitled to independently request all banking information related to the account of the minor client. The Bank covenants to a particularly sensitive review of all acts of the minor client to prevent harmful consequences for the minor client and/or his/her legal representatives. For the purpose of performance of this obligation, the Bank shall be entitled to inform with professional care the legal representatives of the minor client about harmful consequences of his/her action yet without their request. The Bank is entitled to provide to legal representatives of the minor client all banking information related to the minor client.

2.2.9. A minor client up to 15 years of age is not entitled to dispose of the Account. A minor client up to 18 years of age is not entitled to ask for optional overdraft in the Account, to cancel the authorisation to dispose of the Account to his/her legal representative, to enter and cancel authorisations for the Account in favour of a third person, or to authorise any third person to any legal act.

### 2.3. Interest Bearing and Fee Charging

2.3.1. The Bank bears interests in the Account and Passbook in the currency in which the Account and Passbook is maintained and in line with Interest Rates arranged with the Client, and the Bank is entitled to change, i.e. to increase or decrease the Interest Rate on the grounds specified in the agreement with the Client or in these GTC.

2.3.2. Interest bearing starts upon funds clearing in the Client's Account or Passbook and ends on the day preceding the funds withdrawal or transfer day. Credit interest bearing is based on the actual number of days in individual months and on the assumption that the length of the year is 365 days. The interest is calculated on a daily basis. The Bank shall credit the credit interest to the Client's Current Account once a month, i.e. as at the last calendar day of a particular month; the Passbook is credited with the credit interest once a year, i.e. as at the last calendar day of a particular year, unless the Bank agrees with the Client otherwise. If the last calendar day of a particular month or a particular

year falls upon a Sunday or public holiday, the Bank shall credit the credit interest in the Current Account as at the day before the last day of a particular month and in the Passbook as at the day before the last calendar day of a particular year.

2.3.3. The Bank shall debit from the interest yield of the Client's Account or Passbook an income tax as set out in the valid legal regulations of the Slovak Republic, unless international contracts and agreements specify otherwise. The Client who is not a tax resident of the Slovak Republic is considered as the final beneficiary of the interest income for tax purposes. The final beneficiary of the interest income is a person with income in their own favour who is entitled to use the respective income in unlimited manner without a contract or other legal obligation to transfer the respective income to another person or a permanent operation of the respective person, if the activity connected with the respective income is being executed by the respective permanent operation; the final beneficiary is not a person who acts as an intermediary for another person. The Client is obligated to submit to the Bank the documents establishing evidence as to facts that affect determination of the income tax interest in his/her Account or Passbook including written information if he/she is not the final beneficiary of the interest income pursuant to the previous sentence..

2.3.4. In case the Client fails to perform his/her duty set out in Section 2.3.3. herein and the Bank withdraws incorrect amount of tax from his/her Account or Passbook, the Bank is entitled to satisfy its receivables from the Account or Passbook of the Client by withholding additional tax and charging a penalty in respect of the inaccurate withholding.

2.3.5. Upon claiming a tax rate that is lower than the rate valid under the generally binding legal regulations of the Slovak Republic due to the reason that the Client is a tax resident in a country that has signed a double taxation treaty with the Slovak Republic and is a real owner (final beneficiary) of the respective interest yield coming from an account or a passbook, the Client is obligated to present the Bank a document that certifies the claim validity (i.e. confirmation of tax domicile in the respective country) not later than three business days prior to the nearest capitalisation (clearing) of interest in Client's Account or Passbook. Otherwise, as set out in Section 2.3.3., the Bank shall apply the tax rate in terms of generally binding legal regulations of the Slovak Republic. The Bank shall consider a confirmation of tax domicile valid until the day

when the Client notifies the Bank of other circumstances as set out in Section 2.3.3. herein. Provisions of Section 2.3.4. are not affected hereby.

- 2.3.6. The Bank applies charges arranged with the Client for Account maintenance, provided products and services, provision of information to the Client on the issues regarding the Client or ensuing from the contractual relationship of the Client with the Bank, presentation of report to the auditor of the Client, as well as for individual actions in accounts. Charges are cleared in monthly intervals, after the product or service provision, after the individual act execution, or otherwise as agreed, whereas the Bank is for this purpose authorised to use the funds in Client's Account for the offset thereof.

#### **2.4. Reports on Settlement and Account Balance**

- 2.4.1. The Bank shall inform the Client about settlement of charges, payment transactions and balance in the Account via an electronic account statement on a monthly basis, if not agreed otherwise with the Client. The Bank shall inform the Client of transactions and balance in the Current Account only if such transactions occur in the course of the period agreed in the contract. The Bank informs the Client of transactions in the Deposit Account only if such transactions occur in the course of Deposit tying period. If the Client asks for additional or more frequently provided information of charge settlement, payment transactions or balance and transactions in the Account, or if the Client asks for sending information by other means than via an electronic account statement on a monthly basis, the Bank is entitled to charge such provision of information by the charges arranged with the Client.
- 2.4.2. The Bank and the Client have agreed that the Bank shall provide free Current Account statements once a month via an electronic statement sent to the address determined by the Client and/or via the Internet Banking. When accessing the Account statement via the Internet Banking, the Bank shall be entitled to access this statement also to all authorised persons to Client's Account. In case the Client had been provided a domestic Account Statement in terms of Tatra Personal<sup>TR</sup> service package, the Bank shall be entitled to keep providing it as of the effective day of these GCT and to charge the Client charges for such a provision of information to the Client arranged with the Client.
- 2.4.3. The Bank informs the Client of non-execution of a payment order or of refusal to execute a pay-

ment order via electronic communication media or via telephone or by means of an advice and specifies therein the reasons for such refusal and if possible, also the error correction procedure. The Bank is entitled to charge these notifications hereunder if the given refusal to execute a payment order is legitimate on the basis of the reasons on Client's part.

- 2.4.4. At least once a year the Bank shall reconcile the balance in Client's Current Account with the Client and issues a document about such reconciliation usually as of the end of a calendar year. The Bank may deliver the Client information containing Current Account balance also by means of electronic communication media.
- 2.4.5. Take-over of the Account statement by the person authorised to dispose of funds in the Account, by a courier and also by another person authorised to take-over thereof is also deemed delivery of Account statement by means of personal take-over by the Client at the Bank. The Bank is authorised to suspend delivery of account statements to the Client if the Account is in unauthorised overdraft or if the Bank learns of the Client's death. In case of death of a joint account owner, the Bank is authorised to deliver statements to this account to the other owners. The Bank is authorised to suspend delivery of account statements to an alternative/contact address specified by the Client in case the recipient of such mail notifies the Bank in writing of their disapproval with sending accounts statements to the recipient's address. The Bank is also authorised to suspend delivery of account statements to the address specified by the Client in case it is repeatedly (at least three consecutive times) returned to the Bank as undelivered due to unknown recipient. Rules for suspending the delivery of the statement shall appropriately be applied also for other notifications including the information about the account balance pursuant to Section 2.4.3.
- 2.4.6. The Bank keeps the account statements delivered as set forth in Section 2.4.2. herein for the Client for a period of six months as of their execution. After this period the Bank discards the account statements upon Client's request and can reduplicate them upon Client's request for an arranged charge. The Bank does not maintain any register of the account statement deliveries.
- 2.4.7. The Client is entitled to ask for change of account statement frequency, language or method of delivery also by means of electronic communication media. Referring thereto the Bank shall be entitled to charge the Client in

terms of the Service Charges for provision of information on settlement of charges, on payment transactions and on account status and transactions.

## 2.5. Unauthorised Overdraft of Account Funds

2.5.1. The Bank is authorised to debit its receivables from the Client from his/her account, and that even in case the funds in Client's Account are not sufficient and such a debit would result in an unauthorised overdraft, or if the Account has already been in an unauthorised overdraft and such a debiting would increase its limit.

2.5.2. The Client is obligated to settle the unauthorised overdraft in the Current Account. The Bank is authorised to ask the Client to settle the unauthorised overdraft, and that also in writing, whereas it shall determine the period for settlement thereof.

2.5.3. The Bank is entitled to charge the Client for the sum by which the Account is in the unauthorised overdraft with the interest on unauthorised overdraft (also determined as penalty interest) set out by the Bank, and that as of the unauthorised overdraft start date. If not specified otherwise, the Bank charges the interests on unauthorised overdraft on a monthly basis, and that as at the last Bank Working Day, or last Saturday of a particular month, unless the Bank agrees with the Client otherwise. In case of debit interest bearing a real number of days in individual months and a year of 360 days is taken for the year base.

## 2.6. Funds Blocking

2.6.1. Unless specified otherwise in these GCT, in commercial terms and conditions for a particular product, in the corresponding contract or in specimen signatures accepted by the Bank, specimen signatures to an Account or a Passbook established by the Account or Passbook owner are valid until the moment the Bank learns the Account owner has died. Should the Bank be advised that the Client has died and the specimen signature to the Account or Passbook becomes null and void in line with the previous sentence, it shall not execute any orders in respect of the funds in Client's Account or Passbook provided this Account or Passbook is held solely by one owner. The Bank shall allow other persons to dispose of the funds in the Account or Passbook in compliance with instructions of the court or other authority delivering inheritance proceedings. In case of joint Account or Passbook, the other owners are authorised to dispose of the Account or the Passbook.

2.6.2. The Bank shall block disposal of the funds in the Account or Deposit in the Passbook of the Client in the required amount in the following cases:

- a) execution of a judgement or execution order to collect a receivable issued by the court, executor, tax authority or other authority,
- b) execution of a judgement or execution order to sell securities and present a Passbook, issued by the court, executor, tax authority or other authority,
- c) execution of a judgement of the investigative, prosecuting and adjudicating body or court,
- d) bankruptcy petition over Client's property,
- e) agreement between the Bank and the Client.

2.6.3. The Bank can block disposal of the Client's Account funds or the Passbook deposit for a necessary period:

- a) also in case that the Bank assumes conviction that funds in the Account or Passbook are intended for committing a crime, originate from a criminal activity or participation in a criminal activity, or that Client's activity is not in compliance with the generally binding legal regulations or these Commercial Terms and Conditions, or there is a threat of causing an immediate damage to the Client,
- b) for reasons related with security of the transaction or a suspicion of unauthorised or fraudulent transaction,
- c) if unauthorised overdraft of funds shall have arisen in the Client's Account and the Client shall not have settled it within the period specified by the Bank,
- d) in case of an increased risk of Client's insolvency,
- e) for purposes of refund,
- f) in case of newly discovered heritage.

2.6.4. The Bank is authorised to block crediting of financial means to the Client's Account or the Client's Passbook also in case the Bank learns in a relevant manner of death of the Account and/or the Passbook owner.

2.6.5. The Client is obligated to inform the Bank in a timely manner that the funds in his/her Account or Deposit in his/her Passbook are excluded and are not subject to the execution of judgement or execution.

2.6.6. The Bank is authorised to execute the order from the accounts blocked by execution or execution of a judgement solely on the assumption that this is enabled in line with a generally binding legal regulation and that the Client has presented along with the payment order a written application clearly indicating that the order is

executed from blocked funds and has presented the payment order with such application in person at the Bank's branch maintaining the relevant Account.

### ARTICLE III.

#### Payment System and Settlement

##### 3.1. Cash Payments

- 3.1.1. The Client can perform cash transactions by:
- withdrawing cash,
  - depositing cash in his/her Account or that of a beneficiary,
  - depositing cash to be paid out in cash,
  - transferring funds from the Client's Account to be paid out in cash,
  - a payment card.
- 3.1.2. Cash withdrawals from an Account or a Passbook exceeding EUR 10,000 or a foreign currency equivalent of this amount exceeding EUR 5,000 can be executed only under joint performance of the following conditions:
- the Client shall notify the Bank of a withdrawal from the Account or Passbook minimum two business days in advance,
  - at the time of notification the Client shall record in the Account or Passbook a balance that equals minimum the amount to be withdrawn,
  - cash withdrawal from the Account with the Bank during one business day shall not exceed EUR 200,000 or its foreign currency equivalent, and cash withdrawal from the Passbook shall not exceed EUR 50,000 or its foreign currency equivalent (the above limits are also required for accumulated withdrawals from one Account or one Passbook of the Client).
- 3.1.3. If the Client notifies the Bank of a withdrawal from the Account or Passbook more than two business days in advance, such a withdrawal shall be allowed by the Bank provided that appropriate funds are available in the Account or Passbook at least two business days before the intended withdrawal date; otherwise the Bank shall reject the withdrawal and arrange alternative withdrawal conditions with the Client.
- 3.1.4. Cash withdrawals of higher amounts than set out in Section 3.1.2. letter c) herein can be arranged by the Bank and the Client separately.
- 3.1.5. In cases wherein the Bank provides its operation by one employee, only single cash withdrawal in the amount up to EUR 2,000 or its foreign currency equivalent can be executed.
- 3.1.6. If cash is withdrawn from a Current Account with the Bank, the Bank shall apply a value date

of the withdrawal date unless this day is other than a business day. In such a case the Bank shall apply a value date of the first business day following the day of cash withdrawal.

- 3.1.7. If cash is deposited in a Current Account with the Bank, the Bank shall apply a value date of the cash deposit day, unless this day is other than a business day. In such a case the Bank shall apply a value date of the next business day following the cash deposit day.
- 3.1.8. In case of cash withdrawal from an Account/a Passbook or in case of cash changing the Bank is authorised to give over the Client coins in multiples of the standard package of euro coins, i.e. coins in the value of EUR 2 and EUR 1 in packages containing 25 pieces, coins in the value of EUR 0.50, EUR 0.20 and EUR 0.10 in packages containing 40 pieces and coins in the value of EUR 0.05, EUR 0.02 and EUR 0.01 in packages containing 50 pieces.

##### 3.2. Non-cash Payments - General

- 3.2.1. The Client can perform non-cash payment transactions including transfers of financial means from the Account or to another Account directly and through third parties by using:
- a single payment order or standing order in a form of a payment order or SEPA direct debit.
  - a payment card or other payment means.
- 3.2.2. The Client shall submit the payment order (hereinafter also the "order") with the Bank, except for orders executed by use of electronic payment means, in an order form of the Bank, unless the Bank agrees otherwise with the Client. The order form must be completed in full, legibly and accurately. Prior to signing the order the Client checks the data specified therein.
- 3.2.3. Data in the order form may not be rewritten. The Bank may accept correction of maturity date in the form only if the Client or an authorised person corrects the inaccurate data vis-a-vis a branch officer by striking it through and replacing it legibly with accurate information and complete it with the particular date and signature.
- 3.2.4. If the Client has a Specimen Signature established with the Bank, Client's signature on the payment order must be identical with such Specimen Signature.
- 3.2.5. In case of transfer in countries of the European Economic Area (hereinafter only as the "EEA") the payer bears the fees applied by the provider of payment services of the payer and the beneficiary bears the fees applied by the provider of payment services of the beneficiary (so called "SHA" payment instruction, eventually also "SLEV").

- 3.2.6. In case of transfers outside the EEA countries the payer may specify "SHA" or "OUR" payment instruction. In case the payer specifies other instruction than "SHA" or "OUR" or no payment instruction for remittance of fees in a payment order, the payment order shall be executed with "SHA" payment instruction.
- 3.2.7. The Bank shall accept payment orders only during its business hours except those that have been delivered to the Bank in a form of technical data media and transmissions whereto specific conditions for a particular product and conditions agreed in a contract with the Bank apply. The Client places an order with the Bank in writing. It can be delivered by mail or in form of other technical data media and transmissions, if such a delivery method is regulated under a contract. The Bank is authorised to reject or to accept and execute an order that does not meet the requisites set out in Section 3.2.2., 3.3.1. or 3.4.1. of these GTC. In case the payment order is submitted by the payer in a paper form, the Bank may prolong the period of payment order execution by one Bank Working Day. A Client may specify the date of payment order maturity up to 30 calendar days as of the day a payment order had been delivered to the Bank. If a latter maturity date than 30 days as of the day a payment order had been delivered to the Bank is specified in a payment order, the Bank shall be authorised not to execute such payment order.
- 3.2.8. The Bank shall execute payment orders provided there is sufficient financial coverage in Client's Account the sum should be debited from. For purposes of payment order execution, sufficient financial coverage is deemed a status of financial means in Client's Account available in the moment of processing, and that at least in the amount of the payment order sum including Bank's charges.
- 3.2.9. If funds in the Account are insufficient on the payment order Maturity Date, the Bank shall execute the payment order only if expressly agreed so with the Client in the contract. In this case, the rights and obligations of the Bank and the Client shall be governed by a contract on credit facility.
- 3.2.10. If more orders with identical Maturity Date or bulk payment orders are delivered to the Bank and there are not sufficient funds available in Client's Account, the Bank shall execute the orders in the order in which they have been delivered or in the order which ensure protection of Client's interests upon maximum professional care and in the largest extent possible.
- 3.2.11. The Bank executes a payment order on the Bank Working Day specified in the payment order as a Maturity Date. In case a Maturity Date equals a moment of receipt of a payment order and the Client delivers the payment order to the Bank after Cut-off Time, the Bank shall debit the sum of the payment order on the following Bank Working Day. In case a Maturity Date is not specified in a payment order or a Client delivers the payment order to the Bank after the day that is specified as a Maturity Date and a payment order had been delivered to the Bank until Cut-off Time, the Bank shall debit the payment order sum on the day of delivery of the payment order. In case no Maturity Date is specified in a payment order or in case the Client delivers a payment order is delivered after the day that is specified as a Maturity Date and a payment order had been delivered to the Bank after Cut-off Time, the Bank shall debit the sum of the payment order on the first Bank Working Day that follows the payment order delivery.
- 3.2.12. In case a Maturity Date specified in a payment order falls on a public holiday, Saturday or Sunday and the payment order is delivered to a Bank branch until cut-off time at latest on the previous Bank Working Day before the Maturity Date, the Bank shall debit the sum of the payment order on the Bank Working Day preceding the Maturity Date. With a payment order within the Bank (so-called interbank payment orders), if a Maturity Date specified in a payment order falls upon Saturday and a Client delivers a payment order to a Bank branch until cut-off time of the respective day that is specified in a payment order as a Maturity Date, the Bank shall debit the sum of the payment order on this day. If a Maturity Date specified in a payment order falls upon a public holiday, Saturday or Sunday and the payment order is delivered to the Bank branch after cut-off time on a previous Bank Working Day before a Maturity Date, the Bank shall debit the sum of the payment order on the following Bank Working Day after the Maturity Date. With a payment order within the Bank (so-called interbank payment orders), in case a Maturity Date specified in a payment order falls upon Saturday and a Client delivers a payment order to the Bank branch after cut-off time on a day specified in the payment order as a Maturity Date, the Bank shall debit the sum of the payment order on the following Banking Working Day.
- 3.2.13. The Bank is authorised to refuse to execute the transaction if there exists a justified suspicion that it is contradictory to the generally binding legal regulations or moral rules, or information

- specified therein is inaccurate or illegible to the extent that the transaction cannot be executed.
- 3.2.14. The Bank is authorised not to execute a payment order or a collection in case a moratorium or an embargo is declared on the country of payment beneficiary, on bank of the payment beneficiary or on the payment beneficiary, or there exists a suspicion that the payment will be blocked by authorised persons abroad, also by reasons related with security of the payment transaction, suspicion of an unauthorised or fraudulent transaction.
- 3.2.15. The Bank credits the payment to the account set forth in the order. The Bank is authorised not to credit a payment in favour of the account of the Client in case the account number does not match the account name, as well as in case the data about the payer are incomplete or insufficient pursuant to the regulations about prevention, investigation and prosecution of legalisation of incomes from criminal activities and financing of terrorism.
- 3.2.16. Before executing the Client's orders, the Bank is entitled to check credibility of the orders, and that by use of electronic communication media, telephone or fax at the expense of the Client. If Client's order instructions are unclear, the Bank proceeds depending on the case nature with the usual professional care. If the Bank is to make payments under a letter of credit, a credit contract or any other request, the Bank, after a thorough investigation, shall pay to a party that it deems to be authorised to receive the payment.
- 3.2.17. The Bank receives funds for the benefit of the Client and credits the funds to Client's Account. The Bank is authorised to reduce the payment transaction sum by Bank charges before the financial means are credited to beneficiary's account. The Client gives consent that after the termination of the legal relationship of the Client with the Bank and cancellation of Client's account, the Bank is authorised to credit the financial means originally reserved for this account to other account of the Client maintained with the Bank or to an account of the Client maintained with other bank and if it is not possible, the Bank refunds the sender with the payment.
- 3.2.18. If a non-existent bank connection has been specified in the order or the payment could not be cleared for other reason and the beneficiary's provider of payment services refunds the payment, the Bank shall either refund the payment to the principal's account or if it is not possible, the Bank can request new instructions from the Client.
- 3.2.19. By delivering Client's payment order that meets all requisites specified in these GCT or arranged between the Bank and the Client, to the Bank, the Client grants the Bank consent to execute payment transaction or several payment transactions. The Client may revoke this consent only until the moment the payment order has been received, unless specified otherwise in these GCT or commercial terms for the respective product. The Client may not cancel payment order after it has been received by the Bank, unless specified otherwise in these GCT or commercial terms for the respective product. Payment order may be cancelled after periods specified in these GCT solely upon an agreement between the Bank and the Client.
- 3.2.20. Provided the Client specified an incorrect Unique Identifier, the Bank is not liable for non-execution or erroneous execution of payment transaction. In such case the Bank makes reasonable effort to refund the payment transaction sum to the payer and may apply charges for such service.
- 3.2.21. The Bank and the Client have agreed, that if the Bank is a party to several payment systems, it is entitled to select the payment system for executing payment transaction.
- 3.3. SEPA Payment**
- 3.3.1. An order must contain the principal's and the beneficiary's bank connections, the transfer sum, the currency specification in EUR (in case currency specification is missing, the transfer is deemed a transfer in EUR), the due date, the Client's signature, the order execution place and date and in case of transfers outside the SR also the beneficiary's name. An order can comprise also other data set by the Bank. If an order does not contain the data set forth herein, the Bank shall refuse the order. If any of the collection beneficiaries requires that the order should contain also a variable and/or specific symbol or a reference of a payer, the Client shall be obligated to indicate also these data in the order.
- 3.3.2. With specification of the account number in IBAN format the Bank is authorised to check the accordance with the identification data about the payment services provider of the beneficiary. In case of discrepancy between the account number in IBAN format and identification data about the payment services provider of the beneficiary the Bank shall refuse to execute the payment order in case of a transfer in EUR to the SR. The Bank accepts the account number in IBAN format solely in the section of the form specified for this purpose. If a payment

order contains a variable symbol and/or a specific symbol and/or a constant symbol and a payer's reference, the Bank shall specify the variable and/or the specific and/or the constant symbol in case of a transfer within the territory of the Slovak Republic and a payer's reference in case of a transfer outside the territory of the Slovak Republic.

- 3.3.3. Payment orders taken over by the Bank are processed (i.e. transferred and credited) on the very same Bank Working Day in case of payment orders in terms of one provider of payment services (so-called interbank payment orders). In case of a payment order between two providers of payment services involved in SEPA the Bank is obligated to submit the documents to the mediating institution as to provide crediting of a payment orders sum to the Bank's beneficiary's account at latest on the following Bank Working Day after the sum of the payment order is debited from the payer's account.

### 3.4. Other Payments

- 3.4.1. A payment order which does not meet the SEPA payment criteria must contain bank connection of a payer and a beneficiary, name of the beneficiary's account (eventually the beneficiary's address), payment order sum, specification of a currency, Maturity Date, specification of a person bearing charges of other payment service providers (Bank charges are always borne by the Bank's Client), Client's contact data, Client's signature and place and date of the payment order execution.
- 3.4.2. Incoming payment orders received by the Bank until the Cut-off Time are processed on the same day, and such payment is settled in nostro accounts with foreign banks under spot value dates effective on the processing date. Incoming payment orders received by the Bank after the Cut-off Time are processed on the next Bank Working Day, and such payment is settled in nostro accounts with foreign banks under spot value dates effective on the following Bank Working Day.
- 3.4.3. Payments in a foreign currency within the Bank (so-called interbank transfers) received by the Bank until the cut-off time are processed and credited to the Client's Account on the day the payment order was received. Payments in a foreign currency within the Bank (so-called interbank transfers) received by the Bank after the cut-off time are processed and credited to Client's Account on the Bank Working Day following the day the payment order was received.
- 3.4.4. Euro payments within the EEA countries are processed in favour of the Client's Account on

the day the financial means were credited to the Bank's Account. Euro payments outside the EEA countries, payments in a currency of member states of the EU and the EEA and payments in a foreign currency are processed in favour of the Client's Account in the maximum period of four Bank Working Days since the day the financial means were credited to the Bank's Account.

- 3.4.5. If the Bank receives information of incoming payment prior to the day the Bank actually records credit of funds in its account, such payments can be processed by the Bank in favour of the Client's Account on the day of receipt of information of transfer, and shall actually be credited to the Client's Account on the day of receipt of funds in Bank's account.
- 3.4.6. The Bank is entitled to convert any payments to be credited or debited to the Client's Account in currencies other than the currency of the Client's Account at an exchange rate of the Bank valid as at the moment of processing. In case of a payment order in foreign currency up to EUR 30,000 equivalent, the Bank shall convert such funds at an exchange rate effective on the processing date, applicable to transactions up to EUR 30,000. In case of a payment in a foreign currency above EUR 30,000 inclusive, the Bank shall convert such funds at an exchange rate effective on the day following the pro-processing date, or the Bank can arrange the exchange rate with the Client.
- 3.4.7. If in case of payments from abroad and payments within the Slovak Republic the Bank enables the Client to draw the financial means immediately after these have been credited to the Client's Account, the Bank shall charge the Client with debit interests for drawing the financial means prior to the spot value date expiration.
- 3.4.8. The Bank is entitled to debit from Client's Account the sum equal to the sum of the credited payment in case the Bank has not received funds of the respective payment from payment service provider of the payer in its account, or in case the Bank has received funds from payment service provider of the payer for payment reversal up to the value date inclusive.
- 3.4.9. In case the name and address of the beneficiary's bank and BIC of the beneficiary's bank are not identical, the Bank shall execute the payment transaction using the BIC of the beneficiary's bank.

### 3.5. Standing Order

- 3.5.1. The Client can instruct the Bank to execute a set of payment orders in favour of the same

beneficiary by means of a standing order, such order can not be defined by means of third parties. The standing order is valid and effective at latest on the Bank Working Day following its delivery to the Bank unless agreed otherwise.

- 3.5.2. If a Client asks for a data amendment in a standing order during repetition of the respective standing order, such data amendment shall be valid and effective at latest as of the following the Bank Working Day.
- 3.5.3. A charge for setting, execution and cancellation of a standing order is specified in the Service Charges and the Bank is entitled to clear the respective charge by an offset of financial means from the Client's Account.
- 3.5.4. If the standing order due date falls upon a public holiday, Saturday or Sunday, the Bank shall debit the transfer sum on the previous Bank Working Day.
- 3.5.5. The Client may revoke consent to the execution of a standing order until the end of a working day preceding the maturity date of the standing order while the Bank does not execute payment transactions that follow the moment of the revocation of the standing order and thereby also consent to the execution thereof.

### **3.6. SEPA Direct Debit**

- 3.6.1. The Bank executes a SEPA Direct Debit from a Client's current account maintained in euro currency.
- 3.6.2. The Client may grant a SEPA Direct Debit Mandate in favour of the beneficiary's account directly to the beneficiary of the payment provided the Client has arranged with the Bank Level 1 for accessing the Client's account for SEPA Direct Debit or Level 2 for accessing the Client's account for SEPA Direct Debit. The beneficiary is entitled to submit the Bank the SEPA Direct Debit order only subject to the condition that the beneficiary has been granted the SEPA Direct Debit Mandate by the payer.
- 3.6.3. The Client may grant the Bank a collection authorisation/mandate of financial means from the Client's account in favour of the beneficiary's account provided the Client has arranged with the Bank Level 2 for accessing the Client's account for SEPA Direct Debit.
- 3.6.4. If the Client has arranged with the Bank Level 1 for accessing the Client's account for SEPA Direct Debit, the Client submits the SEPA Direct Debit Mandate only to the payment beneficiary. If the Client has arranged with the Bank Level 2 for accessing the Client's account for SEPA Direct Debit, the Client is obligated to submit the Bank with a collection authorisation/mandate, and that at latest on the Bank Working

Day preceding the maturity of the delivered SEPA Direct Debit order from the payment beneficiary.

- 3.6.5. Until otherwise agreed between the Client and the Bank, Level 2 for accessing the account for SEPA Direct Debit shall be applied for current accounts in EUR currency and Level 3 for accessing the account for SEPA Direct Debit shall be applied for current accounts in different currencies.
- 3.6.6. The Client may arrange the level of accessing the account for SEPA Direct Debit with the Bank in a written form at a Bank branch upon opening the current account, or at any time during the term of the agreement on the respective current account of the Client. The Client is entitled to change the Level of accessing the account for SEPA Direct Debit and such change comes into effect at latest on the following Bank Working Day after the written application of the Client for change of the Level of accessing the account for SEPA Direct Debit has been delivered to a Bank branch. The Client is entitled to request blocking of the execution of any SEPA Direct Debit orders from the specified beneficiaries (so-called undesired beneficiary). To provide regular blocking of the execution of payment order from an undesired beneficiary the Client is obligated to specify the exact CID of an undesired beneficiary.
- 3.6.7. A collection authorisation/mandate granted to the Bank is valid and effective at latest on the Bank Working Day following its delivery to the Bank unless arranged otherwise.
- 3.6.8. In case the Client provided consent to a collection in favour of any of the contract partner, the collection authorisation is valid and effective even in case of change of the account number of the respective contract partner. The Client consents that the Bank provide the contract partner with all information about the Client required for the execution of the collection.
- 3.6.9. The Client may grant collection authorisation/mandate up to EUR 10,000.000, unless agreed otherwise.
- 3.6.10. The Client is obligated to provide sufficient financial means in its account so that a SEPA Direct Debit could be executed duly and in time in such manner that after it shall have been executed, the Client's account records no unauthorised overdraft. The Bank shall not execute a SEPA Direct Debit in case of insufficient coverage of financial means in the Client's account. The Bank informs the Client of the executed SEPA Direct Debit in form of an account statement.
- 3.6.11. In order of the direct debit beneficiary to exe-

ecute a one-time SEPA Direct Debit must be delivered to the Bank at latest two working days prior to the SEPA Direct Debit maturity date. The first order of the direct debit beneficiary to execute a repeated SEPA Direct Debit must be delivered to the Bank at latest two working days prior to the SEPA Direct Debit maturity date and every next order to execute a repeated SEPA Direct Debit must be delivered to the Bank at latest two working days prior to the SEPA Direct Debit maturity date, failing which the Bank is not obligated to execute the SEPA Direct Debit order. An order of the direct debit beneficiary to execute a SEPA Direct Debit will be rejected by the Bank in case the maturity date falls on a holiday, Saturday or Sunday.

- 3.6.12. A collection authorisation/mandate can be cancelled without giving a reason unless otherwise arranged. Cancellation of the collection authorisation/mandate is effective at latest on the Bank Working Day following its delivery to the Bank.
- 3.6.13. In case the Client asks for an amendment of data in a collection authorisation/mandate, such an amendment of data shall be valid and effective at latest as of the following Bank Working Day.
- 3.6.14. If SEPA Direct Debit maturity date falls on holiday, Saturday or Sunday, the Bank debits the respective payment order sum from the payer's account on the following business day with the value date set forth in the SEPA Direct Debit.
- 3.6.15. The Bank is entitled to clear a charge for entering, amending and execution and cancellation of collection authorisation/mandate from the Client's Account.
- 3.6.16. A collection authorisation delivered to the Bank until the effective day of these GTC shall remain valid and is considered a collection authorisation/mandate in terms of these GTC.

### 3.7. Reversal

- 3.7.1. The Bank is responsible for the correct transaction execution provided the Client has performed all the terms and conditions arranged with the Bank and specified in the agreement and in the generally binding legal regulations. The Bank shall make reasonable effort upon Client's request and retrieve the process of non-executed or erroneously executed transaction and notify the Client of the result.
- 3.7.2. If the payment service provider of the payer proves the payer or payment service provider of the payer that the payment service provider of the payer received the sum of the transaction within the period in line with generally binding legal regulations, payment service provider of

the payer is liable for non-execution or erroneous execution of the transaction.

- 3.7.3. In case of a payment when payment service provider of the payer and payment service provider of the beneficiary provide the payment service in the territory of the Slovak Republic, the Bank shall adjust without unnecessary delay an erroneous clearing either upon its own initiative, in case the funds in the Client's Account had been cleared erroneously, or upon initiative of another payment service provider that had notified of erroneous clearing thereof. The claim for compensation of damage shall not be affected thereby.
- 3.7.4. If the Bank as the payment service provider of the payer is liable for non-execution or erroneous execution of the transaction, it shall refund the sum of non-executed or erroneously executed transaction to the payer without unnecessary delay, and if possible, it shall secure such a status in the payer's account, that would indicate the same status as if the erroneous transaction has not ever been executed.
- 3.7.5. If the Bank as the payment service provider of the beneficiary is liable for non-execution or erroneous execution of the transaction, it would enable the beneficiary without unnecessary delay dispose of the transaction sum and if possible, will credit the transaction sum to the beneficiary's account.
- 3.7.6. In case a foreign payment was credited to Client's Account and the foreign bank requires payment refund, the Bank shall contact the Client and ask for payment refund authorisation. If the Bank is granted the respective authorisation from the Client it is authorised to debit the Account by the sum that had been credited in favour of Client's Account retrospectively as of the original day of the payment credit. The amount of the refunded sum in a foreign currency depends on the foreign exchange rate valid on the payment refund day.
- 3.7.7. The Bank shall not execute the reversal if the erroneous clearing or erroneous transfer was caused by the Client. In this case, the Client is entitled to apply with the Bank for cooperation upon mediation of refund of financial means of provision of data for identification of the beneficiary.
- 3.7.8. Refund can not be executed in case the payment service provider of the beneficiary receiving the erroneously executed transaction is Treasury. In such case the Bank (provided it caused erroneous execution of the transaction) shall ask Treasury for refund of the erroneously executed transaction. In case the beneficiary of

such transaction does not grant Treasury consent to refund of the erroneously executed transaction, Treasury shall provide the Bank with beneficiary's identification data.

- 3.7.9. If the Client is charged fees or interests in consequence of non-execution or erroneous execution of transaction caused by the Bank, these shall be borne by the Bank.

### 3.8. Claims

The Client is entitled to file a claim in written form – by postal delivery or verbally during the operating hours at any branch of the Bank, while the Client is entitled to submit the claim, except for a claim of a transaction executed by a payment card abroad, also by telephone via DIALOG Live service or in form of a separate electronic form by means of Bank's website [www.tatrabanka.sk](http://www.tatrabanka.sk). The Bank is obligated to accept the submitted claim and decide whether it is justified in periods set under the legal regulation and/or claim procedure. Shorter periods will always apply in case of a different specification. In case the Client submits a claim in a written form with a branch, the Bank immediately confirms immediately at the branch written application of the claim. Otherwise the Bank confirms the application of the claim not later than along with a written confirmation about the claim processing.

- 3.8.2. The Bank is obligated to accept the claim related with provision of payment services in the state language or in a language of these GTC, agreement on one-time payment service or agreement on electronic money issuance or in the language in which it normally negotiated with the Client.
- 3.8.3. The Client is obligated to file a claim of transaction executed by payment card abroad always also in a written form at any branch of the Bank, and that by using a form intended for this purpose, otherwise the Bank shall not be liable for refusing to settle the claim with the bank abroad or for refusing to return or correct the transaction for this reason.
- 3.8.4. With a payment service claim the Bank as the payment service provider decides on whether the claim is justified without undue delay, however not later than by 15 working days as of the day when the claim was delivered pursuant to Section 3.8.1. GTC. If it is justified and the period of 15 working days cannot be met, the Bank shall be obligated to provide the Client with a preliminary answer with specification of the reasons why the reply to the claim was late and the date of final reply. Period for delivery of the final reply must not exceed 35 working days and or

6 months in complex cases related with the payment service provided in a different currency than EUR or in a currency of the contract state of the Agreement on European Economic Area within the European Economic Area or in case of a payment service in any currency outside the European Economic Area.

- 3.8.5. The Bank notifies the Client of claim processing in written form by sending a confirmation of claim processing delivered without undue delay to the e-mail address specified in the claim or to a correspondent address registered by the Bank including e-mail, otherwise to the latest known address of the Client, and that respectively. The Client may be notified of the claim processing also in other manner or with a special delivery address, if arranged with the Bank at claim submission, or the claim is fully complied with and the Client has agreed with this form of processing.
- 3.8.6. Unless a shorter period is specified herein or in the Order of Claim Procedure of the Bank, claims the Client applies in respect of account statements, balance sheet documents, documents of payment transactions and other written documents of the Bank must be applied within the period of 15 days after delivery of the claimed documents.
- 3.8.7. The Client is entitled for a remedy by the Bank if the Client had informed the Bank, without undue delay after detection of an unauthorised or erroneously executed payment transaction, however, not later than by 13 months as of the day when the financial means were debited from the account or credited to the account, about the fact that the Client had discovered an unauthorised or erroneously executed payment transaction upon which the right to remedy incurs to the Client.
- 3.8.8. In case an unauthorised payment transaction is detected, the Bank refunds the Client the sum of such unauthorised payment transaction without undue delay, and that not later than by the end of the following working day after having detected such unauthorised payment transaction or having been notified thereof, and that including credit of the financial means to the payer's account with the credit date not later than the date the sum of the unauthorised payment transaction was debited from the payer's payment account and if possible, restores the Client's account to the state in which it would have been had the unauthorised payment transaction not taken place. The Client is concurrently entitled to compensation of another proved damage in the extent of the respective legal regulations of the Slovak Republic. Period

under the first sentence shall not be applied if the Bank has a reasonable suspicion that the payer acted in a fraudulent manner, while it will report these reasons without undue delay to the National Bank.

- 3.8.9. Period of submitting Client's request for refund of financial means of the authorised payment transaction executed on the basis of a payment order submitted by the beneficiary or by means of the beneficiary (i.e. requests for refund pursuant to Section 3.8.14 these GTC) is eight weeks as of the day the financial means have been debited from Client's Account. The Bank shall process such Client's request in a legal manner in the period of 10 working days as of the day of receipt thereof.
- 3.8.10. In case of unjustified claim applied against the transaction in any currency executed outside the EEA the Bank is entitled to compensation of the efficiently spent costs related with claim processing.
- 3.8.11. In case it is obvious from the claim submitted by the Client, or the Bank learns, above any doubts, that the claim does not relate to the correctness of quality of the provided payment services (e.g. shortcomings in clearing or failure to clear a validly received payment order, solution of unauthorised payment transactions, etc.) and/or the claim does not relate to Bank's responsibility for defects of other products and services of the Bank, the Bank may consider such claim as a request for provision of additional information and is entitled to compensation of charges and other costs efficiently spent for seeking additional information for the Client above the scope of the standard Bank's duty to provide information.
- 3.8.12. In case the Client does not agree with the manner of claim processing in an appeal pursuant to the Order of Claim Procedure of the Bank, it shall be entitled to file a complaint in the same manner to the bank ombudsman: Rajská 15/A, 811 08 Bratislava 1 and/or to the National Bank of Slovakia, Imricha Karvaša 1, 813 25 Bratislava.
- 3.8.13. For exercise of the rights of the Client and separately the Client enjoying consumer protection in case such right will not be acknowledged in the claim procedure or even without exercise of the right in the claim procedure, it is possible to resolve the dispute regarding the right of the Client by means of the Permanent Court of Arbitration of the Slovak Banking Association, Rajská 15/A, 811 08 Bratislava 1 and/or by means of mediation pursuant to the Act No. 420/2004 Coll. on Mediation and on amendments and supplements to certain laws as amended. The principal of voluntary mediation

proceeding is not affected thereby.

- 3.8.14. The Client is entitled to refund of the financial means in case of an authorised payment transaction executed upon a payment order submitted by the beneficiary or by means of the beneficiary if no particular sum of the payment transaction was not specified at the time of authorisation and the sum of the payment transaction exceeds the sum the payer could reasonably expect with regard to payer's usual previous expenses, conditions set forth in the agreement with the Client and circumstances related with the payment transaction.
- 3.8.15. The Client is not entitled to refund of financial means pursuant to Section 3.8.14, if
- a) the Client granted their consent to the execution of the payment transaction directly at Client's bank and
  - b) the information about the particular sum of the future payment transaction were provided or made available to the payer in the arranged manner at least four weeks prior to the date when the payment transaction sum was debited by the bank or the beneficiary, if it was possible.

## ARTICLE IV.

### Common Provisions

#### 4.2. Performance of Liabilities

- 4.2.1. The Bank and the Client have agreed that the Bank be entitled to debit financial means from the Client's Account even without submitting the payment order and to use these financial means, including financial means in the Client's Account and/or the Passbook for set-off against its receivables from the Client, and that regardless of the fact whether the Bank's receivables arise in relation to the Account and/or Passbook maintenance, or otherwise. The Bank is entitled to debit the financial means for remittance of Bank's receivables without submission of the payment order also from the account of the affected Client maintained with Tatra banka, a.s., subsidiary branch of Raiffeisen banka. The Bank shall notify the Client about the debit of funds in the account statement or in a special notification.
- 4.2.2. The Client is not authorised to assign the Client's receivables from an Account to the Bank to a third person. The Client is not authorised to assign its other receivables from the Bank to a third person.
- 4.2.3. If the due date of the receivable or a portion thereof falls upon a day, which is not a Bank Working Day it applies, that the due date of the receivable or a portion thereof is the next Bank Working Day.

4.2.4. Unless otherwise agreed, the Client is obligated to provide sufficient funds in the account determined in the respective contract until the Cut-off Time (system closure) for payment of Bank's receivable. In case funds are credited to the Account determined in the respective contract after the Cut-off Time (system closure) for payment of Bank's receivable, the Bank shall set-off the respective receivable or part thereof on the following Bank Working Day.

4.2.5. Upon declaration of bankruptcy over the property of the Client of the Bank the receivables of the Bank become payable also in respect to all persons bound with the respective Client.

### 4.3. Termination of Commitments

4.3.1. The Bank or the Client can terminate the contract in writing at any time, except for the security agreement, and that even without providing a reason. The Bank can denounce the contract in a two-month period of notice which commences as of the day of notice delivery to the Client. The Client can denounce the contract with immediate effect, while termination of the contract relationship is effective as at the day of delivery of the notice of termination to the Bank, unless otherwise arranged in the commercial terms and conditions for the respective product or in these GTC. In case the Client or the Bank denounces such contract on account another contract is related to, the termination becomes effective upon the termination of all contracts related to the account, unless otherwise agreed.

4.3.2. The Bank shall cancel the Account as at the effective day of the agreement on termination of mutual contractual relationship with the Client or as at the effective day of the notice. The Bank shall cancel the Deposit Account, if the period for which the Account shall have been established expires.

4.3.3. The Bank and the Client have agreed that the contract on account shall terminate as at the day when the Bank learns, in a trustworthy manner, of death of the Client and the status of funds in the account does not reach the credit balance.

4.3.4. After mutual commitment termination, the Bank shall dispose of the Account balance, Deposit balance in the Passbook, or of other balance that is deemed the Client's receivable from the Bank (hereinafter only the "balance") upon written instruction of the Client. If the Client does not specify the method of disposal of the balance, the Bank can disburse such a balance to any other account or passbook of the Client

maintained with the Bank, otherwise the Bank shall after the mutual commitment termination maintain the balance until limitation of the claim for repayment thereof and shall not impose any interest related thereto.

### 4.5. Notification, Delivery and Receipt of Documents

4.5.1. The Bank notifies of the change of contract terms and conditions, as well as other information (hereinafter also the "documents") it is obligated to notify the Client of by mail (to the arranged address or to the last known address of the Client), by telephone (via DIALOG Live service), fax, e-mail or by delivery to Internet banking or via other electronic media enabling to keep the contents of documents in the manner which allows utilisation of such document in the future and enables unchanged reproduction of the stored document (on a durable media).

4.5.2. The Client delivers the written documents to the seat address of the Bank or to other address or by other arranged electronic communication media.

4.5.3. Unless otherwise agreed by the Bank and the Client, the Client gives consent that the Bank be entitled to use for offering financial and related services to the Client automatic telephone calling system, fax, e-mail, SMS or other remote communication means enabling individual communication thereof with the Client. In case the Bank decides to execute its right in line with the previous sentence, the Client hereby applies for provision of relevant information, documents and offers.

4.5.4. The Client gives consent that the Bank uses a short text message (SMS) format and/or an e-mail message for communicating with the Client in relation to provided products and services, whereas SMS can contain information, calls, or notifications.

4.5.5. The Client and the Bank have agreed that a password the Client specified for sending e-mail account statements be at the same time a password for sending other information, notices and notifications by the Bank related with the respective account. The Bank and the Client have also agreed that if a password for sending information related with a product or a service provided by the Bank for the Client is specified, this password shall be specified also for sending other information, notices and notifications by the Bank related with the respective product or service.

#### 4.6. Verification of Written Documents Submitted to the Bank

- 4.6.1. The Bank is entitled to require copies of letters and signatures on the letters verified by a notary or other authority as set in valid legal regulations.
- 4.6.2. The Bank is entitled to require an official translation of those foreign letters, submission whereof it requires into the Slovak language.
- 4.6.3. The Bank is entitled to require the foreign letters be issued or verified by court and offices abroad, submission whereof it requires, be supplied with prescribed verifications (legalisation clause, super legalisation clause, apostil).
- 4.6.4. The Bank shall judge the adequacy and reliability of documents the Client submits with appropriate professional care with the aim to prove the authorisation of the Client for acting and to prove the facts the Client presents, while the Bank shall be entitled, especially depending on the nature and contents of the documents, to request completion of the submitted document or submission of another document.

#### 4.7. Identification and Conduct of Clients

- 4.7.1. With every business transaction, the Bank requires declaration of Client's identification, whereby the Client is obligated to meet every such request of the Bank. The Bank is obligated to refuse execution of a business transaction wherein the Client stays anonymous. For purposes of protecting client's property, the bank is authorised, for authentication of Client's identity, to request also several identity certificates or provision of additional information concerning the Client or the Account, products and services.
- 4.7.2. Verification of Client's identity, correctness of identification data and authenticity of signatures pertaining to additional persons the Account owner authorised for disposing of the Account falls under the competency of the Bank. The Bank is authorised to request that the Client provides their signature in presence of an employee of the Bank. The Bank verifies Client's identity only upon original identification documents. The Client gives the Bank consent to make a photocopy of their identity cards for the purpose of Client identification.
- 4.7.3. The Client is obligated to, without any delay, inform the Bank of all the changes that shall have incurred in the legal facts concerning the Client, especially in case of changes in the name and/or surname, business name, address, registered office, authorisation for acting, etc., whereby the Client applies with the Bank for change of these data upon submitted documents proving the execution of such a

change. The latest data reported in writing by the Client are binding for the Bank.

- 4.7.4. In case funds in ownership of another person or to an Account of another person are used for execution of a business transaction in an amount exceeding the amount stipulated in the generally binding legal regulations, the Client shall submit to the Bank within a reasonable time in advance a written representation stating the name, surname, personal identification number, or date of birth, and permanent residence address of the natural person, or the name, registered office and identification number of the legal entity in whose ownership the funds are and whose Account is used for the business transaction execution, whereby the Client shall also provide a written consent of the person/entity for use of their funds for the business transaction execution and/or for execution of the business transaction to the Account of that person/entity.
- 4.7.5. In case the Client provides the Bank with untrue information as to whether he/she is a person with a special relationship with the Bank, the Bank provides a penalty of invalidity of the contract on deposit and security, and in case of loan, a penalty of immediate repayability of the entire outstanding sum as at the day the Bank shall have learnt of incorrectness of these data, including repayability of interests for the entire arranged loan period.
- 4.7.6. The Client is obligated to provide the Bank with information and documents required for executing care or identification in terms of the Act on the Prevention of Legalisation of Proceeds from Criminal Activity and Financing of Terrorism. Otherwise the Bank shall refuse conclusion of the business relationship, terminate the business relationship or refuse execution of a particular business transaction. The Bank is also entitled to refuse conclusion of a business relationship or provision of a service to the Client in case it could lead to breach of generally binding legal regulations concerning execution of international sanctions providing international peace and safety.
- 4.7.7. For purposes of the performance of Bank's obligations in connection with the observance of tax laws and for provision of an exchange of tax information ensuing especially from:
  - a) an international contract concluded between the Slovak Republic and the United States of America (hereinafter referred to as the "USA") in connection with the improvement in the observance of tax laws and the implementation of FATCA (Foreign Account Tax Compliance Act),

- b) any contract whatsoever concluded between the Slovak Republic and any country of the EU, the EEA or the Organisation for Economic Co-operation and Development (hereinafter referred to as the "OECD"),
- c) any generally binding legal regulations, binding directives, follow-ups or resolutions of the National Bank of Slovakia, the European Central Bank or other legitimate authority, the Client covenants, upon a call of the Bank and in a period specified therein, to provide the Bank with information as to whether the Client is a citizen or a tax resident of the USA, a member country of the EU, the EEA or the OECD, and to submit documents confirming this fact. In case the Client fails to perform the respective obligation set forth in the previous sentence, the Bank is entitled to refuse conclusion of a contract or to terminate an existing contract.

#### 4.8. Banking Information, Processing of Personal Data and Consents to Provision or Accessing Data for Respective Registers or Databases and to Data Verification with Social Insurance Company.

4.8.1. The Client gives consent to the Bank to provide Banking Information and documents as set out in the Act on Banks to

- a) persons with property interests in the Bank,
- b) persons a person meeting the condition under letter a) herein holds property interest in,
- c) persons the Bank holds property interest in,
- d) persons a person meeting the condition under letter c) herein holds property interest in,
- e) persons a person meeting the condition under letter b) or d) holds property interest in,
- f) persons the Bank cooperates with upon obtaining data and information required for recovery proceedings in respect of receivables from the Client or a part thereof, persons the Bank cooperates with upon recovery of receivables from the Client or a part thereof or persons the Bank has granted a power of attorney to recover its receivables from the Client or a part thereof,
- g) persons whereto the Bank assigns or intends to assign its receivable, or part thereof, from the Client or persons whereto the Bank assigns or intends to assign its right, or part thereof, to the Client,
- h) persons that are to assume, or intend to assume the Client's debt to the Bank, or part thereof, or that are to assume or intend to assume the Client's liability to the Bank, or

- part thereof,
- i) persons that are to discharge or intend to discharge Client's debt to the Bank, or part thereof,
- j) persons that have provided, provide or are to provide security of the Bank's receivables from the Client,
- k) persons whereof estates, titles, or property party and/or completely serve for security of the Bank's receivables from the Client,
- l) person for whose loan the Client has provided, is in process of providing, or shall provide security,
- m) a person maintaining register of mortgages, and to its members, and/or to a state administrator body maintaining separate register, and/or to a state administration body at the real estate register,
- n) persons the Bank cooperates with upon the performance and provision of the performance of its activities and/or upon provision of products or services, or persons for whom the Bank performs mediatory activities and/or who perform mediatory activity for the Bank, e.g. persons in favour whereof the Bank executes a collection from a Client's account, the Regional Card Processing Center s.r.o., card companies and companies the Bank cooperates with in the field of payment cards and cheques, insurance companies the Bank cooperates with, persons cooperating with the Bank in terms of an agreement on temporary assignment concluded as per the Labour Code, etc.),
- o) persons the Bank has concluded a contract subject-matter whereof is execution of banking activities (e.g. merchants accepting payment cards, etc.),
- p) persons the Bank consults a business transaction with, or requires their standpoints as the transaction (e.g. its auditors, external legal advisers, interpreters), if the Bank finds it necessary,
- q) an auctioneer whereto it shall have filed a petition for conduct of auction,
- r) for purposes of any legal proceedings, arbitration proceedings or other proceedings whatsoever the Bank is a participant whereof, and that in the extent required and limited only for such proceedings,
- s) other banks(including branches of foreign banks and banks with no seat in the territory of the Slovak Republic)
- t) third parties to whom the Client grants the respective authorisation.

4.8.2. The Client is liable for the correct and true nature of the personal data the Client provides to the Bank within the scope set out in the Act

on Banks and required with individual transactions. Personal data of the Client are processed for purposes of definite identification of the Client, provision, security, delivery and performance of financial and related services and products, and for other purposes arranged in the Contract.

- 4.8.3. Personal data of the Client are provided in the necessary scope to persons set out in Section 4.8.1., and that for the purpose of definite identification of the Client, provision of security and execution of financial and related services, products and for other purposes arranged in the Contract. In case Client's personal data are provided under the consent, the Client gives consent that the provided personal data be processed in Bank information system and submitted for processing in Bank information system in the extent required for satisfying a specific purpose of processing to the persons set out in Section 4.8.1. under previous sentence, and that even in case of a cross-border information flow to the countries which guarantee appropriate level of protection under the generally binding legal regulations.
- 4.8.4. The Client's consent under Section 4.8.3. is for the period of duration of the contract relationship and five years after termination thereof, unless other duration period is arranged in the particular consent with the Client. Personal data of the Client are otherwise processed in course of duration of the particular purpose of processing.
- 4.8.5. In case processing of personal data should be executed on basis of a consent of a third person, the Client is authorised to provide the Bank information system with personal data of a third person only in case the Client holds a written irrevocable consent of that third person to provide personal data thereof to the Bank, and to the persons set out in Section 4.8.1. herein.
- 4.8.6. Pursuant to § 91 par. 1 Act on Banks the Client consents to provision and accession of data about banking transactions concluded with the Bank (including the data the Bank obtains at negotiations related with conclusion thereof), data security, payment discipline by view of repayment of obligations, for purposes of consideration of Client's creditworthiness in the scope and under the conditions set forth in § 92a Act on Banks:
- to the provider of the common register of banking information, i.e. Slovak Banking Credit Bureau, s.r.o., Company ID No: 35 869 810, seated at Malý trh 2/A, Bratislava (hereinafter referred to as the "SBCB"),
  - to entities authorised to process data in the SBCB
  - to banks and branches of foreign banks
  - via Non-Banking Credit Bureau, association of legal entities, Company ID No: 42 053 404, seated at Cintorínska 21, Bratislava (hereinafter referred to as the "NBCB") to authorised users of the NBCB,
- and that for the period of 5 years as of the day of provision thereof and in case of conclusion of a banking transaction, for the period set forth in § 92a Act on Banks.
- 4.8.7. The Client gives consent that the Bank verifies the correctness of data provided in connection with request for any type of loan or in connection with provision of security by the Client for any loan relationship. The Client gives consent that Sociálna poisťovňa with registered office at Ul. 29.augusta 8 and 10, 813 63 Bratislava provide personal data of the Client in the following extent: whether he/she is employed, who is the employer or employers and on basis of which work and labour relationship, whether he/she is registered in the information system as a self-employed person, period of employment and insurance duration, amount of assessment base with all or individual employers and the average assessment base, whether he/she is beneficiary of disability pension, old age pension or early retirement pension and in what amount, whether execution deductions are made from pension to the bank and the Slovak Banking Credit Bureau, s.r.o., seated at Malý trh 2/A, 811 08 Bratislava, Organisation ID No. 35 869 810, maintained with the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.30071/B (hereinafter referred to as "SBCB"), and that the Bank may provide Sociálna poisťovňa and SBCB personal data in the extent set forth in this Card Contract for the purpose of verification thereof in connection with the negotiation on establishment, establishment and duration of the contract relationship with the Bank. The consent is granted for the period of 10 years as of granting the consent; the consent can be revoked only in case of proved violation of conditions for personal data processing under which the consent was granted.
- 4.8.8. The Client consents that the Bank accesses to EOS KSI Slovensko, s.r.o., seated at Pajštúnka 5, 851 02 Bratislava, Company ID No: 35724803, maintained with the Commercial Register of the District Court Bratislava I, Section Sro, Insert No. 15294/B (hereinafter referred to as the "EOS KSI") personal data of the Client in the scope (title, name, surname and birth registration number or type and number of identification document or date of birth) for purposes of searching data

about the Client and verification of payment discipline and ability to repay their obligations in EOS KSI databases. The consent is granted for the period of 6 months as if the day when it is granted and may be revoked by the Client at any time, even without giving a reason. The Client concurrently grants the approval to EOS KSI to provide data from its databases to the Bank for their further processing in its information system, and that especially about the type and the amount of the Client's financial liabilities and the time in which these financial liabilities of the Client were registered by EOS KSI in its databases, information about the status of recovery in which the Client's liabilities was (extra-judicial, judicial, execution, bankruptcy or restructuring), the circle of entities towards which such liabilities incurred, as well as data about the amount of the executed payments of the Client in the determined period of time. The purpose of such provision of the respective personal data and their further processing in the Bank's information system is verification of the Client's payment discipline and the ability to repay its obligations, as well as reduction of the Bank's risk upon provision of loans. This consent is granted for the period of five years as of the day when provided, while the Client can revoke it at any time. The Client consents that the Bank processes the data provided about the Client from the information system of EOS KSI in its information system, and that in the same extent and for the same purposes as those for which they were provided to the Bank, and that during the entire period of time for which such consent was granted.

- 4.8.9. The Bank is authorised to record telephone calls with Clients the scope whereof can comprise commitments between the Bank and the Client and the Client hereby gives consent to usage thereof as evidence if needed. If the records comprise personal data of the Client or a third person, the provisions under Sections 4.8.2., 4.8.3., 4.8.4., 4.8.5., 4.8.6., 4.8.7., 4.8.8., 4.8.9. and 4.8.11. of this Section shall be used appropriately.
- 4.8.10. The Client concurrently consents that the Bank may access personal data provided by the Client to the payment beneficiary, as well as to a third person, if these personal data form part of information and documents stored with the Bank, which relate to such third person.
- 4.8.11. The rights of the affected person upon personal data processing are regulated in the Act on Personal Data Protection. The affected person is especially entitled to request information on processing of its personal data, the list of personal data, information about the resource from

which personal data were obtained, it is also entitled to request correction or liquidation of its incorrect, incomplete or outdated personal data which form the scope of processing, as well as other rights under the Act on Personal Data Protection. Instructions for the affected persons on their rights under the Act on Personal Data Protection is available at each Bank branch and on [www.tatrabanka.sk](http://www.tatrabanka.sk).

#### 4.9. Settlement of Disputes

- 4.9.1. If the Bank and the Client agreed that their mutual disputes shall be resolved in arbitration proceedings and unless agreed otherwise, the disputes shall be resolved by the respective Permanent Court of Arbitration of the Slovak Banking Association in Bratislava (hereinafter also the "Arbitration Court").
- 4.9.2. Unless otherwise agreed between the Bank and the Client or unless generally binding legal regulations stipulate otherwise, legal relationships between the Bank and the Client shall be governed by the law of the Slovak Republic and mutual disputes that would arise from these relationships, except for disputes with determined competences of the Arbitration Court, shall be solved and resolved by the general court.

## ARTICLE V. Final Provisions

- 5.1. Relationships between the Client and the Bank conform to a corresponding contract concluded between the Bank and the Client, to the commercial terms and conditions for the relevant product, to the Bank's General Commercial Terms and Conditions and to the generally binding legal regulations effective in the territory of the Slovak Republic respectively.
- 5.2. Unless otherwise arranged in the contract with the Client, the Bank concludes the respective contract with the Client for an indefinite period, in Slovak language and executes communication in the course of the contract relationship with the Client in Slovak language.
- 5.3. Unless otherwise arranged for individual products and services, the Bank can unilaterally amend the conditions contained in the contract due to legislative changes related to provision of products and services, changes of technical or procedural regulations applied upon payment services, as well as due to the reasons directed at improvement or provision of innovations of banking services, while the Bank shall publish such amendment to the conditions to the Client at latest two months prior to the amendment effective date specified in this notifica-

tion. If the Client disapproves of the amendment to the terms and conditions, the Client is entitled to terminate the contract relationship with the Bank for free and with immediate effect. In case the Client delivers the Bank a written notice not later than one month prior to the effective date of the amended terms and conditions, the contract relationship shall terminate as at the effective date of the amendment. If the Client fails to deliver a written notice within the respective period, the amended terms and conditions shall be applied as of the effective date of the amendment.

- 5.4. The Bank is entitled to change the scope of the provided products and services, as well as the amount of charges and prices for products and services set out in the service charges and the amount of interest rates appropriately in relation to the annual change of the inflation rate according to the official data from the Statistical Office of the SR or in relation to the change of the real monthly wage index according to the official data of the Statistical Office of the SR or in relation to legislation changes which affect the change of Bank costs related to provision and maintenance of banking products and appropriately in relation to the change of prices of financial means on the relevant bank-to-bank market, especially with respect to the amount of re-financing interest rates. In case the Bank makes use of this right to change the amount of charges, it shall notify the Client in writing of the changed amount of charges at latest two months prior to its effective date, which shall be stipulated in this written notification. If the Client disapproves of the changed amount of charges and/or interest rates, the Client is entitled to free delivery of a written notice of termination of the respective contract to the Bank. If the Bank is delivered a written notice of the Client at latest one month prior to the effective date of the amended amount of charges and/or interest rates, the respective contract shall terminate as at amendment effective date. If such written notice of the Client is not delivered to the Bank within the specified period, the amended amount of charges shall be applied as of the amendment effective date. The amendment to the interest rate based on the reference interest rate, as well as the amended interest rate which is more favourable for the client can be applied immediately, even without prior notification of the Client.
- 5.5. The Bank publishes the GCT on its website and in its Business Premises. If the GTC are carried out in several languages is the version which shall be legally binding. The GCT are valid even after the legal relationship between the Bank and the Client terminates, and that until the complete settlement of mutual commitments thereof. The Client is authorised to ask for provision of the respective

GCT in paper or electronic form at any time in the course of the contract relationship with the Bank.

- 5.6. The Agreement on Account along with the respective Specimen Signatures and these Commercial Terms and Conditions together form the Framework Agreement on Payment Services pursuant to the respective provisions of the Act No. 492/2009 Coll. on Payment Services and on amendments and supplements to certain laws.
- 5.7. General Commercial Terms and Conditions of Tatra banka, a.s. valid as of 1 May 2016 shall be cancelled as of the effective day of these GTC.
- 5.8. This Section of the GTC becomes valid upon the day of publication thereof at business premises of the Bank and effective on 13 January 2018.

If there is any arbitration agreement or consumer arbitration agreement concluded between the bank and the client, possible disputes that arise or have arisen from banking transactions may be settled, in addition to the complaints procedure and lawsuit, also via arbitration proceedings or consumer arbitration proceedings pursuant to the Act No. 244/2002 Coll. on arbitration proceedings or Act No. 335/2014 Coll. on consumer arbitration proceedings.

If there is any agreement concluded between the bank and the client regarding the dispute settlement by mediation, the dispute may be settled out-of-court in form of mediation according to the Act No. 420/2004 on mediation.

The bank would like to draw the attention of the clients – consumers to the fact that there is an alternative way of settlement of disputes related to banking transactions, including disputes from payment services and disputes related to transfer of payment account, namely via entities of alternative dispute settlement entitled to resolve the disputes related to such transactions, upon consumer's selection, including selection of relevant entity of alternative dispute settlement upon consumer's selection. The list of entities of alternative dispute settlement is held by the Ministry of Economy in web site: [www.mhsr.sk](http://www.mhsr.sk)

We would like to draw special attention of the clients – consumers to the fact that the payment service providers, via their interest group Slovak Banking Association, have established the entity of alternative dispute settlement under the name Institute of alternative dispute settlement of the Slovak Banking Association having its registered office in Bratislava. The clients – consumers may resolve their disputes from banking transactions related to the consumer agreements via this Institute. You can find more information on dispute settlement by this entity in web site: [www.institutars.sk](http://www.institutars.sk)

At the same time let us inform you that the arbitration agreements (including consumer arbitration agreements) concluded for dispute settlement in the Permanent Arbitration Court of the Slovak Banking Association and provided no arbitration proceedings were commenced in the Permanent Arbitration Court of the Slovak Banking Association based on those arbitration agreements so far, expire on the day of disclosure of the cancellation resolution of this Permanent Arbitration Court in the Commercial Bulletin.