

## Article I. Definitions and Terms

For the purposes of these General Terms and Conditions of Tatra banka, a.s. for clients-consumers (hereinafter 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** means Tatra banka, a.s., Hodžovo námestie 3, 811 06 Bratislava, Organisation ID No.: 00 686 930, registered in 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 tatrabanka@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 the 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 IBAN or the payee's account number, the account name and address of the payee, the swift code/BIC (Bank Identification Code) or the name and address of the payee's bank. 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. In line with the agreed terms and conditions, the Bank accepts for the Current Account the 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 fulfilment 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. Current Account, in the establishment of which the Client was not identified as an entrepreneur, serves the Client's personal purposes and cannot be used for business purposes.
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 and payments 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 for payment of the Bank's receivable and of its changes 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 specifically charged in line with the List of 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 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 person 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 sent to the Client.
17. **SEPA Direct Debit Mandate** is a 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 there- in. The Bank executes 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 being 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 a 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 electronic 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 attached 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 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 their 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 the "AISP") is a party which provides payment services related with information about a payment account maintained by the Bank accessible on-line in the Internet environment.
25. **Card Based Payment Instruments Issuers** (hereinafter the "CISP") is a party which provides payment services of issuance of a payment tool for a payment account maintained by the Bank being accessible on-line.
26. **Payment Initiation Service Provider** (hereinafter 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 being accessible on-line.
27. **Order of Claim Procedure of Tatra banka, a.s.** (hereinafter 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 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 legal persons 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.tatrabanka.sk](http://www.tatrabanka.sk)) under the same basic conditions for executing thereof.
30. **SEPA Direct Debit** (hereinafter 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 to 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 the capacity of 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 to 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 the "Account") opened by the Bank for its owner in an agreed currency under 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 the 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. 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 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 Passbook account opened with the Bank is deemed deposit pursuant to Article 3, par. 1 of 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 of 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 under 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 account opened with the Bank is deemed deposit pursuant to Article 3, par. 1 of 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 under 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 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 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 is suffered by 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 PersonalTB 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 request or 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 their 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 GTC 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 their 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 their 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 their action yet without their request. The Bank is entitled to provide to the 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 their 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 accrued on the basis of actual number of days in individual months and 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 specify otherwise. The Client who is not a tax resident of the Slovak Republic is considered as the ultimate beneficiary of the interest income for tax purposes. The ultimate 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 their Account or

Passbook including written information if they are not the final beneficiary of the interest income pursuant to the previous sentence.

2.3.4. In case the Client fails to perform their duty set out in Section 2.3.3. herein and the Bank withdraws incorrect amount of tax from their 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 (ultimate 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 line with 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 for Account maintenance, provision of 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 as agreed with the Client. Charges are cleared in monthly intervals, after provision of the product or service, after performance of the individual act, or otherwise as agreed, whereas the Bank is for this purpose authorised to use the funds in Client's Account for the off-set thereof.

2.3.7. The Bank provides the client with information on charges for services linked to a payment account in the form of a document with information on fees in the Slovak language or in English language, and service charges are stated in such document in euros, even if the payment account is maintained in another currency.

## **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, unless 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 the charges agreed with the Client.

2.4.2. The Bank and the Client have agreed that the Bank will provide statements to the current account free of charge once a month via an electronic statement to the address specified by the Client and/or via 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 the event that the Client has been provided with an account statement by post within the Slovak Republic as part of the Tatra PersonalTB service package, the Bank will be entitled to continue to provide it from the effective date of these GTC and charge fees agreed with the Client for such provision of information to the Client.

2.4.3. 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 notifications hereunder if the given refusal to execute a payment order is legitimate for 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 to other notifications including the information about the account balance pursuant to Section 2.4.4.

2.4.6. 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 agreed 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 interval, 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.

2.4.8. Once a year, the Bank shall provide the Client with a statement of charges for services linked to the consumer's Payment Account (hereinafter referred to as the "Statement of Charges"). The Bank and the Client have agreed on the following conditions for providing a Statement of Charges:

- a) the Bank shall make it available free of charge via electronic communication media, i.e. in the Client's internet banking or via an electronic statement to the Client's e-mail address intended for sending regular statements for the Account concerned;
- b) the Bank will send it free of charge by post to the agreed address of the Client in the event that the Statement of Charges is not made available in the manner as specified in par. a);
- c) it will be provided to the Client in paper form whenever the Client so requests, and for such additional provision of a Statement of Charges, the Bank will be entitled to demand reimbursement of costs
- d) the password specified by the Client for regular statements from the account concerned will also be used for the Statement of Charges,
- e) the charges will be denominated in euros, even if the account in question is denominated in a currency other than euros,
- f) provide it in the Slovak language or it may prepare it in the English language, if this language is agreed for the provision of regular statements from the affected Client's account,
- g) in the cases agreed in par. 2.4.5. in order to interrupt the sending of regular account statements, the Bank is also

entitled to interrupt the sending of the statement of charges.

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

2.5.1. The Bank is authorised to debit its receivables from the Client from their 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) 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 calculating the debit interest bearing is based on the actual number of days in individual months and on the assumption that the length of the year is 360 days.

## **2.6. Funds Blocking**

2.6.1. Unless specified otherwise in these GTC, 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) enforcement of a judgement or foreclosure order to collect a receivable issued by the court, bailiff, tax authority or other authority,
- b) enforcement of a judgement or foreclosure order to sell securities and present a Passbook, issued by the court, bailiff, tax authority or other authority,
- c) enforcement of a decision made by law enforcement authority 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) in the case the Bank reasonably suspects 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 to 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) for purposes of refund,
- e) 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 their Account or Deposit in their Passbook are excluded and are not subject to the execution of judgement or foreclosure.

2.6.6. The Bank is authorised to execute the order from the accounts blocked by foreclosure or enforcement decision 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 may execute the cash transactions in Euro and in such a foreign currency for which the Bank states the exchange rate in its exchange rate table. Cash transactions can be performed by withdrawing funds and depositing funds in cash at the Bank's branches or in the Bank's business premises intended for the performance of cash operations (the so-called "Branch with a Cash Register"). The Bank publishes the current list of Branches with a Cash Register on its website. Cash transactions can also be performed via a payment card at the bank's ATMs to the extent of their technical capabilities.

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

- a) Client shall notify the Bank of a cash withdrawal from the Account or Passbook at least two business days in advance,
- b) at the time of notifying the cash withdrawal 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 aforementioned 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., par. c) herein can be arranged by the Bank and the Client individually.
- 3.1.5. In cases where the Bank provides for its operation by one employee or one permanent workplace with a cash register, only a single cash withdrawal or deposit in the amount up to EUR 3,000 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 Bank Working 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 Bank Working 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 and/or 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.
- 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 payment order (hereinafter the "Order") must be submitted by the Client either in writing in paper form on the Bank's form at the Bank's branch (unless otherwise agreed with the Bank for these purposes) or may be submitted electronically using banking services to the account that are provided via electronic communication media. The paper order form must be completed in full, legibly and accurately. Once the Client signs and submits the order to the Bank, the Client is liable for correctness and completeness of data specified therein.
- 3.2.3. Data in the order form cannot 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 check of the data provided in the order form or formal check of their completeness. Upon receipt of the Order, the Bank only verifies the authorization of the person authorised to submit and enter the payment order. However, in the cases listed in the following sentence, the Bank is entitled to additionally verify the Order and repeatedly verify the authorisation of the Order. As a rule, the Bank additionally verifies and repeatedly verifies the authorization of the Order submitted at a

branch if the amount of the intended transfer exceeds the value set by the Bank, at which a higher risk of executing an unauthorised, fraudulently submitted or otherwise unauthorised payment order and/or transfer may occur or in the event that the need for additional verification or re-verification will arise for other reasons worthy of special consideration, in particular for reasons of prevention and protection against money laundering. Client is obliged to suffer or enable such verification or authentication and confirm verification or authorisation of this payment order to the Bank by telephone or otherwise via other electronic communication media. The Bank shall make a maximum of 2 attempts to verify or authenticate the authorisation of the payment order during the same day according to the contact details agreed with the Client for the Account concerned. If it will not be possible to verify the payment order afterwards, or verify repeatedly, and thus the Bank will not be able to perform the verification or authentication in accordance with these GTC, the Bank has the right to refuse to make this payment and execute the payment order. However, the Bank undertakes to immediately inform the Client about the non-execution of such a payment order.

- 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 the 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. 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 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 intrabank 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 on the following Bank Working Day after the Maturity Date. With a payment order within the Bank (so-called intrabank 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 Bank 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.
- 3.2.14. The Bank is authorised not to execute a payment order, payment 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-related 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 facility 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 payer'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 GTC 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 GTC or commercial terms and conditions for the respective product. The Client may not cancel payment order after it has been received by the Bank, unless specified otherwise in these GTC or commercial terms for the respective product. Payment order may be cancelled after periods specified in these GTC 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.
- 3.2.22. 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 on payment/transaction, and shall actually be credited to the Client's Account on the day of receipt of funds in Bank's account.

### **3.3. SEPA payment**

- 3.3.1. 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 Slovak Republic also the beneficiary's name. Order can comprise also other data set by the Bank. If Order does not contain the data set forth herein, the Bank shall refuse the Order. If any of beneficiaries of the collection 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 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 in case of a payment in EUR to the Slovak Republic. 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 intrabank payments). 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.

3.3.4. A payment to a beneficiary's bank located in a SEPA area to a country outside the European Economic Area (EEA) must also include the payer's address. If SEPA payment does not contain the data set forth herein, the Bank shall refuse the order.

### **3.4. Other Payments**

3.4.1. A payment order which does not meet the SEPA payment criteria must contain bank details 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 intrabank 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 intrabank 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 (remittances) 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. 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 processing date, or the Bank can arrange the exchange rate with the Client.

3.4.6. 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.

3.4.7. 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 cannot 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 Bank 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 to 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. 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. Unless 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 ensure proper blocking of the execution of orders from an unwanted 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 Payment 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 beneficiary, the collection authorisation is valid and effective even in case of change of the account number of the respective beneficiary. The Client consents that the Bank provide the beneficiary 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. Otherwise, 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. Collection authorisation/mandate may be revoked without giving a reason. 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 the Bank is entitled to debit the charge 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 agreed with the Bank and set 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 damages is not 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 had not 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 or provision of data for identification of the beneficiary.
- 3.7.8. Refund cannot 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, also by telephone via DIALOG Live service or by mobile application, if such an option is available. The Bank is obligated to accept

the submitted claim and decide whether it is justified in time limits set by these GTC, 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. In the case of filing a complaint via the DIALOG live service, in which the Client chooses the method of informing about the handling of the claim to the e-mail address, the Bank informs the Client without undue delay after receiving the complaint to the e-mail address provided by the Client. 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 of the communication with the Client.
- 3.8.3. When complaining about a transaction made with a payment card, the Client may be asked by the Bank to cooperate in proving his right to return or correct a transaction made with the payment card, and is obliged to provide such cooperation, otherwise the merchant's bank may, if it follows from other circumstances handling of complaints and evidence submitted by the merchant itself, refuses to handle complaints in favour of the Client or refuses 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. of 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. 6

months in complex cases related with the payment service provided in a currency other than EUR or in a currency of the member 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 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. At the same time, the Client is entitled to compensation for other proven damage in line with the applicable legal regulations of the Slovak Republic. The 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 of 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 within 10 working days 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 the event that a client enjoying consumer protection does not agree with the method of handling a claim in an

appeal under the Claims Procedure, or their claim has not been resolved in time, they are entitled to submit a proposal in the same matter to the relevant ADR entity under Act no. 391/2015 Coll. on alternative resolution of consumer disputes. The list of ADR entities is maintained by the Ministry of Economy on the website: [www.mhsr.sk](http://www.mhsr.sk) Slovak Banking Association, as an ADR entity between banks and their clients - consumers, has set up a separate ADR institute for this purpose called the Alternative Dispute Resolution Institute of the Slovak Banking Association, with its registered office at: BLUMENTAL OFFICE I., Mýtina 48, 811 07 Bratislava. More information on resolving disputes by this entity can be found at: [www.institutarsk](http://www.institutarsk)

- 3.8.13. In the event that such a right is not granted in the Claim Procedure or even without the exercise of the right in the Claim Procedure, an out-of-court settlement of a dispute concerning the client's right through arbitration proceedings is also possible for the exercise of the client's rights, pursuant to Act No. 244/2002 Coll. on arbitration proceedings or Act No. 335/2014 Coll. on consumer arbitration proceedings and/or through mediation pursuant to Act No. 420/2004 Coll. on mediation and amendments to some other acts, provided that an arbitration agreement or consumer arbitration agreement is agreed in a specific case. 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 funds 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 settle 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 entitled to assign their receivables from the Account and/or Passbook to the Bank to a third party. The client is not entitled to assign a receivable for the provision of any loan that they have from the Bank. These receivables are non-transferable.
- 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 terminate the contract by serving two-month notice, while the termination period commences as of the day the notice is delivered to the Client. The Client can terminate the contract with immediate effect, while termination of the contract relationship is effective as at the day of delivery of the termination notice 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 terminates such agreement on account, to which another contract is related, 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 was 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 balance 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 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.

### **4.5. 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 here- by 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. 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, apostille).
- 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 they are 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 maturity of the entire outstanding sum as at the day the Bank shall have learnt of incorrectness of these data, including maturity 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 meeting the obligations of the Bank in connection with the observance of tax laws and for provision of the 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, regulations or decisions of the National Bank of Slovakia, the European Central Bank or any other authorized body, 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.
- 4.7.8. The Bank reserves the right to reject the transaction or a business transaction whose economic basis is the delivery of military material to areas or countries outside the EU/EEA countries and/or to countries with an ongoing war or countries where human rights and freedoms are being violated.
- 4.7.9. Concerning the mandatory automatic exchange of information on taxes with regard to cross-border measures subject to notification, which was implemented in the Slovak Republic in line with the generally binding legal regulations, the Client acknowledges that the bank does not propose, offer, organise, make available, does not introduce cross-border measures subject to notification (potentially aggressive tax planning measures) and also does not provide assistance, support or advice in relation to the design, offering on the market, organisation of such measure, making it available for implementation or managing the implementation and is therefore not an intermediary in the notification of potential cross-border measures. Exceptions are cases where, on the basis of expert knowledge, the bank finds that it has provided such support or assistance through the provision of banking services. In such a case, the Bank fulfils the reporting obligation as a liable person within the meaning of the said Act, unless it is proven to the Client that the information on the cross-border measure subject to notification was referred to the competent authority by another liable person in accordance with generally binding legal regulations.

**4.8. Banking information, consents to the provision or disclosure of data to relevant registers or databases and processing of personal data**

4.8.1. The Client agrees that all information and documents on matters concerning them which are protected by bank secrecy, insurance secrecy, or other form of confidentiality stipulated by law, may be provided by the Bank to:

- a) persons with property interests in the Bank,
- b) persons, in which a person meeting the condition under letter a) herein holds property interest,
- c) persons the Bank holds property interest in,
- d) persons, in which a person meeting the condition under letter c) herein holds property interest,
- e) persons, in which a person meeting the condition under letter a) herein holds property interest,
- f) persons with whom the Bank cooperates in obtaining data and information necessary for the recovery of a claim against the Client or its part, persons with whom the Bank cooperates in the recovery of receivables from the Client or its parts or persons to whom it has granted a power of attorney for recovery its receivables from the Client or its part,
- 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 who assume or intend to assume the Client's debt to the bank or part thereof, or who accede or intend to assume the Client's obligation to the Bank or part thereof,
- i) persons who settle or intend to settle the Bank's receivable from the Client or a portion thereof to the Bank,
- j) persons that have provided, provide or are to provide security of the Bank's receivables from the Client,
- k) persons whose things, rights or property values are partly and/or completely used to secure 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) person who maintains the mortgage loan registry and its members, the state administration authority which maintains the separate register and the state administration authority at the real property registry section,
- 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 mediation activities and/or who perform mediation 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 with whom the Bank has a contractual relationship, the subject matter of which is the performance of banking activities (e.g. merchants accepting payment cards, etc.),
- p) persons, with whom the Bank consults a business transaction, 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 for the purpose of carrying out banking transactions (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. Client is responsible for the accuracy, truthfulness and timeliness of the data

- disclosed or provided to the Bank. Bank is entitled to verify their accuracy and completeness by comparing the data with the information at its disposal.
- 4.8.3. In cases where the Client provides the Bank with personal data of third parties, the Client undertakes to inform these persons of the fact that the data was provided to the controller, being Tatra banka, a.s. under Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, also available on the website [www.tatrabanka.sk](http://www.tatrabanka.sk). This information is also available on the website [www.tatrabanka.sk](http://www.tatrabanka.sk).
- 4.8.4. Under Section 91, para. 1 of the Act on Banks, the Client agrees to provide and make available the data on banking transactions concluded with the Bank (including the data obtained by the Bank when negotiating their conclusion), their security, payment discipline in terms of repaying the liabilities, for the purpose of assessing the ability to repay the loan in the scope and under the conditions set out in Section 92a of the Act on Banks:
- operator of joint register of banking information, namely Slovak Banking Credit Bureau, s.r.o., CRN: 35 869 810, seated at Malý trh 2/A, Bratislava (hereinafter referred to as the "SBCB"),
  - entities authorised to process the data in SBCB,
  - banks and foreign bank branch offices,
  - through Non-Banking Credit Bureau, interest association of legal persons, CRN: 42 053 404, seated at Cintorínska 21, Bratislava (hereinafter referred to as the "NBCB") to authorised users of the NBCB, for a period of 5 years from the date of their provision and in the case of the conclusion of banking transaction, for the period stipulated in Section 92a of the Act on Banks.
- 4.8.5. The Bank records telephone calls with Clients, the subject matter of which may be contractual or liability relations between the Bank and the Client, and these records may be used as evidence if necessary.
- 4.8.6. At the same time, the Client agree that the Bank will make the information provided by the Client available to the payee as well as to a third party if such information is included with the Bank of Information and Documents relating to that third party.
- 4.8.7. Full information on the processing of the personal data of the Client and other persons, including the definition of the processing purposes, the legal bases of the processing and the rights of the data subjects, is available in the Personal Data Protection Memorandum available at the Bank's branches and on the website [www.tatrabanka.sk](http://www.tatrabanka.sk).
- 4.9. Settlement of Disputes**
- 4.9.1. 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 Act No. 244/2002 Coll. on arbitration proceedings or Act No. 335/2014 Coll. on consumer arbitration proceedings.
- 4.9.2. If the Bank and Client conclude a mediation agreement for the settlement of the disputes, they will have the option to settle any dispute out of court by mediation under Act No. 420/2004 Coll. on Mediation.
- 4.9.3. 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 on its web site: [www.mhsr.sk](http://www.mhsr.sk)
- 4.9.4. In particular, the Bank draws clients' attention to the fact that the payment service providers, through their interest association of the Slovak Banking

Association, have set up an alternative dispute resolution entity called the Alternative Dispute Resolution Institute of the Slovak Banking Association, having registered office in Bratislava, through which the clients - consumers can resolve disputes arising from bank transactions relating to the consumer agreements. For more information on this entity's dispute resolution, please visit: [www.institutars.sk](http://www.institutars.sk)

- 4.9.5. The Bank and the Client have agreed that the legal relations between them are governed by the legal regulations of the Slovak Republic. The Bank and the Client have agreed that all disputes that have arisen or will arise from such relations will be resolved by the competent court in the Slovak Republic, unless such agreement is precluded by the applicable legal regulations. The territorial jurisdiction of the court will be determined according to the registered office of the Bank, if such an agreement on determining the territorial jurisdiction of the court is not precluded by the applicable legal regulations. If the above disputes are referred to a court, the Parties agree to submit themselves to the jurisdiction of such competent court.

## **ARTICLE V. Final Provisions**

- 5.1. Relationships between the Client and the Bank conform to the generally binding legal regulations that cannot be deviated from by corresponding contract concluded between the Bank and the Client, 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 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.
- 5.3. The Bank reserves the right to unilaterally change the terms of the contract for an indefinite period. The Bank undertakes to inform the Client in writing of the amendment

and of the option to terminate the contract, the terms of which are being amended, at least 2 months before the amendment takes effect. The Client is entitled to terminate the contract, the terms of which are thus amended, free of charge and with immediate effect after notification of amendment to the contractual conditions. If the Client does not terminate the contract before the proposed date of entry into force of the amendment, it applies that they accept the amendment. In the case of amendments in favour of the Client, the Bank informs about the change at the latest without undue delay after making the Amendment, while such Amendment does not entitle the Client to terminate the contractual relationship.

- 5.4. The Bank reserves the right to change the interest rate or the amount of other charges to be paid by the Bank or the Client on the basis of a fixed-term contract for serious objective reasons. The Bank undertakes to inform the client in writing at least 2 months before the amendment takes effect about the amendment to the contractual conditions, the reasons for the amendment and the client's option to terminate the contract whose contractual conditions are changing. The Client is entitled, upon notification of the amendment to the contractual conditions, to terminate the contract, the conditions of which are thus changed, free of charge and with immediate effect. If the Client does not terminate the contract before the proposed date of entry into force of the changes, it applies that they accept the changes. No reason for the change is required for changes in favour of the Client and the Client's bank informs about the change without undue delay, however after having made the change at the latest, while such a change does not entitle the Client to terminate the contractual relationship. The Bank is entitled to change other terms of the fixed-term contract for the following reasons:
- a) legislative changes necessitating a change in the contractual terms in question,
  - b) changes in technical or procedural rules applicable to the provision of financial services as a result of objective circumstances,
  - c) ensuring higher security and protection of the Client in the provision of financial

services, in relation to the affected contractual conditions,  
d) protection against money laundering and protection against terrorist financing.

The Bank undertakes to inform the Client in writing about the change in the contractual conditions at least 2 months before the change takes effect. If the Client fails to notify the Bank before the proposed date of entry into force of the changes that they do not accept the changes, it applies that they accept the changes. If the Client has not accepted the changes, they have the right to immediately terminate the contract free of charge. No reason for the change is required for changes in favour of the Client and the client's bank informs about the change without undue delay, however after having made the change at the latest, while such a change does not establish the right of the Client to terminate the contractual relationship.

- 5.5. The Bank publishes the GTC 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 GTC are valid even after the legal relationship between the Bank and the Client terminates, and that until the complete settlement of mutual commitments thereof. Client is entitled to request provision of GTC 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 on Payments Services.

5.7. These GTC replace the General Commercial Terms and Conditions of Tatra banka, a.s., Section B: for clients - consumers effective from 13.01.2018 as amended by Amendment No. 1 to the General Commercial Terms and Conditions of Tatra banka, a.s., Section B: for clients - consumers effective from 01.08.2018. In the event that the agreement between the Bank and the Client being a consumer refers to the General Commercial Terms and Conditions of Tatra banka, a.s., this reference in the relevant agreement is considered a reference to 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 01/01/2021.