



ADDENDUM 1 to GENERAL COMMERCIAL TERMS AND CONDITIONS of Tatra banka, a.s. effective as of 13 January 2018

The General Commercial Terms and Conditions of Tatra banka, a.s. effective as of 13 January 2018 shall be amended and completed in **Section B: For Clients – Consumers** as follows:

A. A new Section 2.3.7. shall be added in Article II. Account and Passbook, Section 2.3. Interest Bearing and Fee Charging, reading as follows:

“The Bank provides the Client with information about the charges for services linked to the payment account in form of a document containing information about charges in Slovak or English and charges for services are specified in this document in EUR, and that also in in case the payment account is maintained in other currency.”

B. A new Section 2.4.8. shall be added Article II. Account and Passbook, Section 2.4. Reports on Settlement and Account Balance, reading as follows:

“The Bank shall provide the Client once a year a statement of charges for services linked to the payment account of the consumer (hereinafter referred to as the “statement of charges”). The Bank and the Client have agreed on the following conditions for provision of the statement of charges:

- a) the Bank shall make it available for free via electronic communication media, i.e. in Client’s Internet Banking or by means of an electronic statement sent to e-mail address of the Client determined for sending regular statements from the affected account,
- b) the Bank shall send it by post to the arranged address of the Client in case the statement of charges shall not be made available in the manner set forth in letter a),
- c) the statement of charges shall be provided to the Client in paper form always if the Client asks for it, while the Bank shall be entitled to request remittance of costs for such additional provision of the statement of charges,
- d) the password determined by the Client for regular statements from the affected account shall be used also for the statement of charges,
- e) the charges shall be specified in EUR, yet in case the affected account is maintained in different currency than EUR,

f) the Bank shall provide it in Slovak or it can execute it in English, if this language is arranged for provision of regular statements from the affected account of the Client,

g) in cases arranged in Section 2.4.5. for suspension of sending of regular account statements the Bank shall be entitled to suspend also sending of the statement of charges.”

C. Section 4.8. Banking Information, Processing of Personal Data and Consents to Provision or Accessing Data for Respective Registers or Databases and to Data Verification with Social Insurance Company in Article IV. Common Provisions shall be replaced with the wording as follows:

“4.8. Banking Information, Consents to Provision or Accessing Data for Respective Registers or Databases and Personal Data Processing

4.8.1. The Client gives consent to the Bank that the Bank may provide all information and documents about the matters related to the Client and protected by banking secret, insurance secret or other legally determined form of secrecy to:

- a) persons with property interest in the Bank,
- b) persons a person meeting the condition under letter a) herein holds property interest in,
- c) persons the Bank holds property interest in,
- d) persons a person meeting the condition under letter c) herein holds property interest in,
- e) persons a person meeting the condition under letter b) or d) holds property interest in,
- f) persons the Bank cooperates with upon obtaining data and information required for recovery proceedings in respect of receivables from the Client or a part thereof, persons the Bank cooperates with upon recovery of receivables from the Client or a part thereof or persons the Bank has granted a power of attorney to recover its receivables from the Client or a part thereof,

- g) persons whereto the Bank assigns or intends to assign its receivable, or part thereof, from the Client or persons whereto the Bank assigns or intends to assign its right, or part thereof, to the Client,
 - h) persons that are to assume, or intend to assume the Client's debt to the Bank, or part thereof, or that are to assume or intend to assume the Client's liability to the Bank, or part thereof,
 - i) persons that are to discharge or intend to discharge Client's debt to the Bank, or part thereof,
 - j) persons that have provided, provide or are to provide security of the Bank's receivables from the Client,
 - k) persons whereof estates, titles, or property party and/or completely serve for security of the Bank's receivables from the Client,
 - l) person for whose loan the Client has provided, is in process of providing, or shall provide security,
 - m) a person maintaining register of mortgages, and to its members, and/or to a state administrator body maintaining separate register, and/or to a state administration body at the real estate register,
 - n) persons the Bank cooperates with upon the performance and provision of the performance of its activities and/or upon provision of products or services, or persons for whom the Bank performs mediatory activities and/or who perform mediatory activity for the Bank, e.g. persons in favour whereof the Bank executes a collection from a Client's account, the Regional Card Processing Center s.r.o., card companies and companies the Bank cooperates with in the field of payment cards and cheques, insurance companies the Bank cooperates with, persons cooperating with the Bank in terms of an agreement on temporary assignment concluded as per the Labour Code, etc.),
 - o) persons the Bank has concluded a contract subject-matter whereof is execution of banking activities (e.g. merchants accepting payment cards, etc.),
 - p) persons the Bank consults a business transaction with, or requires their standpoints as the transaction (e.g. its auditors, external legal advisers, interpreters), if the Bank finds it necessary,
 - q) an auctioneer whereto it shall have filed a petition for conduct of auction,
 - r) for purposes of any legal proceedings, arbitration proceedings or other proceedings whatsoever the Bank is a participant whereof, and that in the extent required and limited only for such proceedings,
 - s) other banks(including branches of foreign banks and banks with no seat in the territory of the Slovak Republic),
 - t) third parties to whom the Client grants the respective authorisation.
- 4.8.2. The Client is liable for the correctness, authenticity and up-to-date character of the data the Client makes available or provided to the Bank. The Bank is entitled to verify the correctness and completeness of the data by comparing it to the information available to the Bank.
- 4.8.3. In cases when the Client provides the Bank with personal data of third persons the Client shall be obligated to inform the respective persons without undue delay of the fact that their data were provided by the Client to the provider, i.e. Tatra banka, a.s., as well as of other facts pursuant to Article 14 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. This information is available also on website www.tatrabanka.sk.
- 4.8.4. Pursuant to § 91 par. 1 Act on Banks the Client consents to provision and accessing data about banking transactions concluded with the Bank (including the data obtained by the Bank at negotiations related with conclusion thereof), data security, payment discipline by view of repayment of obligations, for purposes of consideration of

Client's creditworthiness in the scope and under the conditions set forth in § 92a Act on Banks:

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

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

- 4.8.5. The Bank records telephone calls with Clients the scope whereof can comprise commitments between the Bank and the Client, while these records can be used as evidence if needed.
- 4.8.6. The Client concurrently consents that the Bank may access personal data provided by the Client to the payment beneficiary, as well as to a third person, if these personal data form part of information and documents stored with the Bank, which relate to such third person.
- 4.8.7. Complete information about processing of personal data of clients and other persons, including determination of the purposes of processing, legal grounds of processing and rights of the affected persons is made available in form of the Information Memorandum of Personal Data Protection at premises of the bank and on its website www.tatrabanka.sk."

D. Section 5.3. in Article V. Final Provisions shall be replaced with the wording as follows:
"The Bank reserves the right to unilaterally amend the conditions contained in the contract for an indefinite period. The Bank covenants to notify the Client in written form about the amendment

and possibility to terminate for this reason the Contract the conditions whereof shall be amended, at least 2 months prior to the amendment effective date. The Client is entitled to terminate the Contract the conditions whereof shall be amended with immediate effect and free of charge after the amendment to the contracting terms and conditions is announced. If the Client fails to terminate the Contract prior to the suggested amendment effective date it applies that the Client has accepted the respective amendments. In case of amendments in favour of the Client the Bank shall notify of the amendment not later than without undue delay after the amendment is executed, while such amendment does not authorise the Client to terminate the contract relationship."

E. Section 5.4. in Article V. Final Provisions shall be replaced with the wording as follows:

"The Bank reserves the right to amend for serious objectives reason the interest rate or amount of other charges which should be paid by the Bank or the Client pursuant to the contract for a definite period. The Bank covenants to notify the Client in written form at least 2 months prior to the amendment effective date of the amendment to the contract conditions, reasons for the amendment and possibility of the Client to terminate the Contract the conditions whereof shall be amended. The Client is entitled to terminate the Contract the conditions whereof shall be amended with immediate effect and free of charge after the amendment to the contracting terms and conditions is announced. If the Client fails to terminate the Contract prior to the suggested amendment effective date it applies that the Client has accepted the respective amendments. The amendments in favour of the Client do not require any reason for the amendment and the Bank notifies the Client of the amendment at latest without undue delay after the amendment is executed while such amendment does not authorise the Client to terminate the contract relationship.

The Bank is entitled to amend other contract conditions of a contract for a definite period for the reasons as follows:

- a) legislative changes implying the need to amend the affected contract conditions,
- b) changes of technical or procedural rules applied upon provision of financial services induced by objective circumstances,
- c) provision of greater security and protection of the Client at provision of financial services, in relation to the affected contract conditions,

d) protection against legalisation of income from criminal activities and protection against financing of terrorism.

The Bank covenants to notify the Client of the amendment to the contract conditions in written form at least 2 months prior to the effective date of the amendment. If the Client fails to terminate the Contract prior to the suggested amendment effective date it applies that the Client has accepted the respective amendments. In case the Client has not accepted the amendments, the Client shall be entitled to immediate termination

of the Contract free of charges. The amendments in favour of the Client do not require any reason for the amendment and the Bank notifies the Client of the amendment at latest without undue delay after the amendment is executed while such amendment does not authorise the Client to terminate the contract relationship.”

F. This Addendum becomes valid as of the day when published at the commercial premises and on bank's website and effective on 1 August 2018.