

# ADDENDUM 1 to GENERAL COMMERCIAL TERMS AND CONDITIONS of Tatra banka, a.s. (GTC)

## Section B: For Clients – Consumers

due to legislative changes contracting terms and conditions shall be amended from 1.8.2018 as follows:

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### Article II. Account and Passbook

#### 2.3. Interest Bearing and Fee Charging

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2.3.7. 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 case the payment account is maintained in other currency.

Section 2.3.7. was not in previous GTC

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

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

2.4.8. 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:

Section 2.4.8. was not in previous GTC

- 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,

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- 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.

## IV. Common Provisions

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

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

- 4.8.1. The Client gives consent to the Bank 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:
- persons with property interest in the Bank,
  - persons a person meeting the condition under letter a) herein holds property interest in,
  - persons the Bank holds property interest in,
  - persons a person meeting the condition under letter c) herein holds property interest in,
  - persons a person meeting the condition under letter b) or d) holds property interest in,
  - 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,
  - 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,
  - 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,
  - persons that are to discharge or intend to

- 4.8.1. The Client gives consent to the Bank to provide Banking Information and documents as set out in the Act on Banks to
- persons with property interests in the Bank,
  - persons a person meeting the condition under letter a) herein holds property interest in,
  - persons the Bank holds property interest in,
  - persons a person meeting the condition under letter c) herein holds property interest in,
  - persons a person meeting the condition under letter b) or d) holds property interest in,
  - 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,
  - 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,
  - 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,
  - persons that are to discharge or intend to

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- 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

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- 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,

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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.

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.

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

4.8.3. 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](http://www.tatrabanka.sk).

4.8.3. Personal data of the Client are provided in the necessary scope to persons set out in Section 4.8.1., and that for the purpose of definite identification of the Client, provision of security and execution of financial and related services, products and for other purposes arranged in the Contract. In case Client's personal data are provided under the consent, the Client gives consent that the provided personal data be processed in Bank information system and submitted for processing in Bank information system in the extent required for satisfying a specific purpose of processing to the persons set out in Section 4.8.1. under previous sentence, and that even in case of a cross-border information flow to the countries which guarantee appropriate level of protection under the generally binding legal regulations.

Previous Section 4.8.6. is replaced with the new Section 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:

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

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- 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.

4.8.5. In case processing of personal data should be executed on basis of a consent of a third person, the Client is authorised to provide the Bank information system with personal data of a third person only in case the Client holds a written irrevocable consent of that third person to provide personal data thereof to the Bank, and to the persons set out in Section 4.8.1. herein.

4.8.6. 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.

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

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

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	<p>ter 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.</p>
<p>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 <a href="http://www.tatrabanka.sk">www.tatrabanka.sk</a>.</p>	<p>4.8.7. The Client gives consent that the Bank verifies the correctness of data provided in connection with request for any type of loan or in connection with provision of security by the Client for any loan relationship. The Client gives consent that Sociálna poisťovňa with registered office at Ul. 29.augusta 8 and 10, 813 63 Bratislava provide personal data of the Client in the following extent: whether he/she is employed, who is the employer or employers and on basis of which work and labour relationship, whether he/she is registered in the information system as a self-employed person, period of employment and insurance duration, amount of assessment base with all or individual employers and the average assessment base, whether he/she is beneficiary of disability pension, old age pension or early retirement pension and in what amount, whether execution deductions are made from pension to the bank and the Slovak Banking Credit Bureau, s.r.o., seated at Malý trh 2/A, 811 08 Bratislava, Organisation ID No. 35 869 810, maintained with the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.30071/B (hereinafter referred to as “SBCB”), and that the Bank may provide Sociálna poisťovňa and SBCB personal data in the extent set forth in this Card Contract for the purpose of verification thereof in connection with the negotiation on establishment, establishment and duration of the contract relationship with the Bank. The consent is granted for the period of 10 years as of granting the consent; the consent can be revoked only in case of proved violation of conditions for personal data processing under which the consent was granted.</p>
<p>Previous Section 4.8.8. is removed</p>	<p>4.8.8. The Client consents that the Bank accesses to EOS KSI Slovensko, s.r.o., seated at Pajštúnka 5, 851 02 Bratislava, Company ID No: 35724803, maintained with the</p>



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Commercial Register of the District Court Bratislava I, Section Sro, Insert No. 15294/B (hereinafter referred to as the "EOS KSI") personal data of the Client in the scope (title, name, surname and birth registration number or type and number of identification document or date of birth) for purposes of searching data about the Client and verification of payment discipline and ability to repay their obligations in EOS KSI databases. The consent is granted for the period of 6 months as if the day when it is granted and may be revoked by the Client at any time, even without giving a reason. The Client concurrently grants the approval to EOS KSI to provide data from its databases to the Bank for their further processing in its information system, and that especially about the type and the amount of the Client's financial liabilities and the time in which these financial liabilities of the Client were registered by EOS KSI in its databases, information about the status of recovery in which the Client's liabilities was (extrajudicial, judicial, execution, bankruptcy or restructuring), the circle of entities towards which such liabilities incurred, as well as data about the amount of the executed payments of the Client in the determined period of time. The purpose of such provision of the respective personal data and their further processing in the Bank's information system is verification of the Client's payment discipline and the ability to repay its obligations, as well as reduction of the Bank's risk upon provision of loans. This consent is granted for the period of five years as of the day when provided, while the Client can revoke it at any time. The Client consents that the Bank processes the data provided about the Client from the information system of EOS KSI in its information system, and that in the same extent and for the same purposes as those for which they were provided to the Bank, and that during the entire period of time for which such consent was granted.

Previous Section 4.8.9. is removed, except for the first sentence which is replaced with the new Section 4.8.5.

4.8.9. The Bank is authorised to record telephone calls with Clients the scope whereof can comprise commitments between the Bank and the Client and the Client hereby gives consent to

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usage thereof as evidence if needed. If the records comprise personal data of the Client or a third person, the provisions under Sections 4.8.2., 4.8.3., 4.8.4., 4.8.5., 4.8.6., 4.8.7., 4.8.8., 4.8.9. and 4.8.11. of this Section shall be used appropriately.

Previous Section 4.8.10. is replaced with the new Section 4.8.6.

4.8.10. The Client concurrently consents that the Bank may access personal data provided by the Client to the payment beneficiary, as well as to a third person, if these personal data form part of information and documents stored with the Bank, which relate to such third person.

Previous Section 4.8.11. is removed

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

## V. Final Provisions

5.3. 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

5.3. Unless otherwise arranged for individual products and services, the Bank can unilaterally amend the conditions contained in the contract due to legislative changes related to provision of products and services, changes of technical or procedural regulations applied upon payment services, as well as due to the reasons directed at improvement or provision of innovations of banking services, while the Bank shall publish such amendment to the conditions to the Client at latest two months prior to the amendment effective date specified in this notification. If the Client disapproves of the amendment to the terms and conditions, the Client is entitled to terminate the contract relationship with the Bank for free and with immediate effect. In case the Client delivers the Bank a written notice not later than one



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later than without undue delay after the amendment is executed, while such amendment does not authorise the Client to terminate the contract relationship.

month prior to the effective date of the amended terms and conditions, the contract relationship shall terminate as at the effective date of the amendment. If the Client fails to deliver a written notice within the respective period, the amended terms and conditions shall be applied as of the effective date of the amendment.

5.4. The Bank 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

5.4. The Bank is entitled to change the scope of the provided products and services, as well as the amount of charges and prices for products and services set out in the service charges and the amount of interest rates appropriately in relation to the annual change of the inflation rate according to the official data from the Statistical Office of the SR or in relation to the change of the real monthly wage index according to the official data of the Statistical Office of the SR or in relation to legislation changes which affect the change of Bank costs related to provision and maintenance of banking products and appropriately in relation to the change of prices of financial means on the relevant bank-to-bank market, especially with respect to the amount of refinancing interest rates. In case the Bank makes use of this right to change the amount of charges, it shall notify the Client in writing of the changed amount of charges at latest two months prior to its effective date, which shall be stipulated in this written notification. If the Client disapproves of the changed amount of charges and/or interest rates, the Client is entitled to free delivery of a written notice of termination of the respective contract to the Bank. If the Bank is delivered a written notice of the Client at latest one month prior to the effective date of the amended amount of charges and/or interest rates, the respective contract shall terminate as at amendment effective date. If such written notice of the Client is not delivered to the Bank within the specified period, the amended amount of charges shall be applied as of the amendment effective date. The amendment to the interest rate based on the reference interest rate, as well as the amended interest rate which is more favourable for the client can be applied immediately, even without prior notification of the Client.

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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.