

## Article I Initial Provisions

Tatra banka, a.s. (hereinafter referred to as the “Bank”) Commercial Terms and Conditions for Term Deposit Accounts (hereinafter referred to as the “CTC”) regulate the contract terms and conditions for provision of term deposit accounts the Bank opens for clients under a written contract, and that in euro and in a foreign currency.

## Article II Term Deposit Account

- 2.1. A term deposit account (hereinafter referred to as the “TDA”) is an account in which it is possible to establish deposits for an arranged fixation period with a possibility of making subsidiary deposits during the fixation period of the basic deposit. The Bank opens a term deposit account in an arranged currency under a written contract concluded with a client.
- 2.2. A deposit in the TDA can be arranged without or with renewal. In case of a deposit in the TDA with renewal the originally arranged fixation period renews automatically for the same fixation period, and that on the day when the period for which the deposit had been fixed expired. The increase of the principal can be made on the deposit renewal day. If the Bank allows increase of the principal even outside the deposit renewal day, these will be so-called subsidiary deposits.
- 2.3. A basic deposit
- a) in a TDA with zero balance is a summary of deposits after deduction of withdrawals made in the TDA on the given business day,
  - b) in a renewed TDA is a summary of deposits after deduction of withdrawals made in the TDA on the given business day, which is the TDA renewal day.
- 2.4. A subsidiary deposit in a TDA is:
- a) a summary of deposits after deduction of withdrawals made in the TDA on the given business day outside the renewal day,
  - b) a remaining sum of the basic deposit after execution of a partial early withdrawal from the basic deposit,
  - c) a remaining sum of the subsidiary deposit after execution of a partial early withdrawal from the initial subsidiary deposit.
- 2.5. The Bank specifies the minimum amount of the basic deposit, interest rates and standard fixation periods for deposits and related interest rates in ranges according to the deposit amount, and publishes them at its commercial premises and on its website. If the sum of the basic deposit exceeds the sum attributed to the highest interest range published in interest rates, the Bank may arrange with the Client the interest rate on an individual basis. The standard fixation period commences as of the day when the basic deposit is credited in the TDA. The fixation period of the so-called subsidiary deposit consists from the period commencing on the day when the respective deposit in the TDA is cleared and ends on the fixation day or on the next basic deposit renewal day.
- 2.6. The Bank bears interest on a TDA independently for each basic and also subsidiary deposit, and that by applying the interest rate valid on the deposit clearing day, or on the deposit renewal day, unless otherwise specified in the TDA. The interest rate is determined according to valid interest rates on the clearing day of the basic or the subsidiary deposit in the TDA and depending on the amount of the deposit and the deposit fixation period. In case the deposit renewal falls upon a non-business day, the deposit will be assigned the interest rate valid on the previous business day. The interest rate valid on the deposit clearing day does not change during the deposit fixation period arranged in the contract. The TDA interest rate is updated according to valid interest rate on the renewal day.
- 2.7. The subsidiary deposit set forth in Clause 2.4., letter a) of this Article will bear the interest of the applied interest rate valid on the clearing day of the respective subsidiary deposit to the account. If the fixation period of the subsidiary deposit is different than the regular fixation period of a TDA, the subsidiary deposit will bear the interest of the applied interest rate valid on the day of creation of the subsidiary deposit, which will be specified as the lower interest rate from the interest rates for two next regular fixation periods of a TDA between which the fixation period of this subsidiary deposit occurs.
- 2.8. The subsidiary deposit specified in Clause 2.4., letter b) hereof will bear interest at the interest rate valid on the day of commencement of the fixation period of the basic deposit in the TDA for the respective balance and for the basic deposit fixation period.
- 2.9. The subsidiary deposit set forth in Clause 2.4., letter c) of this Article will bear the interest of the applied interest rate valid on the day of commencement of the fixation period of the original subsidiary deposit for the respective balance and the fixation period of the original subsidiary deposit. If the fixation period of the subsidiary deposit is different than the regular fixation period of a TDA, this new subsidiary deposit will bear the interest of the applied interest rate valid on the day of creation of the original deposit, which will be specified as the lower

interest rate from the interest rates for two next regular fixation periods of a TDA between which the fixation period of the original subsidiary deposit occurs.

- 2.10. The Bank notifies the Client of the interest rate without undue delay after crediting the basic deposit or after renewal of the TDA deposit in form of a TDA statement.
- 2.11. In case of early partial TDA withdrawal the Bank creates a new deposit from the last deposit the amount whereof was decreased by this withdrawal (initial deposit). The subsidiary deposit created in such way bears interest at the interest rate valid on the day of commencement of the fixation period of the initial deposit for the respective balance and the fixation period of the initial deposit. If the initial deposit fixation period differs from the standard TDA deposit period, this new subsidiary deposit will bear interest at the interest rate valid on the day of creation of the initial deposit, for the next shorter standard TDA deposit fixation period.
- 2.12. Deposits in and withdrawals from a TDA can be executed at any branch office of the Bank. Cashless transactions can be executed from a TDA to a current account or a passbook which are maintained with the Bank in the same currency as the TDA. A deposit withdrawal executed before expiration of the fixation period, i.e. an early withdrawal is possible once during the arranged fixation period at most. An early withdrawal from a TDA does not constitute any claim for interests on the withdrawn sum retrospectively as of the day of deposit execution; in case of a TDA with renewal, no claim for interests on the withdrawn sum retrospectively as of the day of the previous renewal incurs. An early withdrawal from a TDA is executed in the order starting from the latest deposit up to the earliest one. With a TDA with a fixation period longer than twelve months, no claim for interests incurs on the withdrawn sum retrospectively as of the day of deposit execution or the previous deposit renewal including repaid gross interests in the respective deposit fixation period. Gross interest is a repaid interest before taxation.
- 2.13. With a TDA deposit with renewal a Client is entitled to handle interests on the renewal day, and that either by crediting the interest to the principal (deposit capitalisation), or by transferring the interest to a current account or a password maintained with the Bank in the same currency as the TDA. If the TDA deposit renewal day falls upon a public holiday, a TDA withdrawal without decrease of claim for interest is possible on the first business day following the renewal day.
- 2.14. In case a current account or a passbook to which interests on a TDA deposit are to be credited on the deposit renewal day is cancelled, the Client is obligated to change the specification of handling with interests at least one day before the deposit renewal day, otherwise the Bank will be entitled to credit interests to the principal as at the renewal day. In case of a Client's death the Bank will be entitled to change handling with interests as at the deposit renewal day in such manner that these will be credited to the principal.
- 2.15. With a deposit in TDA without renewal the deposit withdrawal including interests is a single transaction after expiration of the arranged fixation period, and that either in cash or by a transfer to a current account or a passbook with the Bank in the same currency as the TDA. Interests related to the TDA with a fixation period longer than one year are payable after expiration of the deposit fixation period. With a TDA for a longer fixation period than twelve months the interest will be credited to the TDA on an annual basis and will bear interest in the same manner as a subsidiary deposit specified in Clause 2.4., letter a) hereof. The Client can apply for a change of disposal with this interest for at least one day before the annual deposit capitalisation in case the interest should be transferred to a current account or to a passbook maintained with the Bank in the same currency as the TDA.
- 2.16. In case a current account or a passbook to which the principal and interests on the TDA deposit is to be transferred after expiration of the fixation period the Client is obligated to change the account for crediting the principal and interests at least one day before the TDA maturity, otherwise no claim for interest as of the TDA maturity incurs.
- 2.17. If the Client executes a deposit in the TDA with zero balance, the initially arranged deposit fixation period applies, which commences as of the clearing day of financial means in the TDA.
- 2.18. The Contract on TDA expires if the Bank cancels the respective TDA as at the last business day of February of the respective calendar year, if there was zero balance in the TDA as at this date for at least the entire preceding calendar year. For purposes of this paragraph a TDA with zero balance is also a TDA with a deposit without renewal after expiration of the fixation period of this deposit. The Contract on TDA expires also under an agreement of the owner of the Bank and the TDA owner, whereas this agreement can also be entered into by a person authorised by the TDA owner by means of the List of Authorised Persons for TDA for handling financial means in the TDA.
- 2.19. The Bank notifies the Client of the basic deposit in the TDA and of the respective interest rate with the given fixation period without undue delay after settlement of the basic deposit in the TDA. The Bank informs the Client of transactions and deposits in the TDA during the deposit fixation period without undue delay after the day of expiration of the TDA fixation period, or after the TDA deposit renewal day. Statements and notifications on the TDA are sent by the Bank only to specified addresses in the territory of the Slovak Republic. The Bank is not obligated to send the Client other statements and deposits than those specified in these CTC.

- 2.20. If the Bank assigned the TDA owner the identification, authentication and authorisation means allowing Internet banking access, the Bank is entitled to access for the TDA owner information related to the TDA (e.g. TDA balance, interest bearing, etc.) in Internet banking and by means of DIALOG Live contact centre.
- 2.21. If a minor person is the TDA owner, any legal representative of the minor person is entitled to open or handle the TDA independently. A minor person after becoming 15 years of age is entitled to open a TDA provided he/she proves his/her identity with a valid identification document; however he/she is not entitled to handle the TDA earlier than after he/she attains majority. After the TDA becomes 18 years old the Bank is entitled to cancel the signature sample of his/her legal representative. A third person is entitled to open a TDA in the name and in favour of a minor person upon submission of a birth certificate of the minor person, whereas such third person is not entitled to handle the TDA.

### Article III

#### Final Provisions

- 3.1. The Bank and the Client have agreed that the Bank may unilaterally amend contract terms and conditions contained in the Contract due to legislative changes related to provision of products and services, changes of technical or procedural rules applied upon payment services, as well as due to reasons directed at improvement or provision of innovation of banking services, whereas the Bank notifies the Client of such amendment to the terms and conditions not later than two months before the effective date thereof, specified in the respective notification. In case the Client does not consent to the amended terms and conditions, the Client is entitled to free and immediate termination of the contract relationship with the Bank. If the Client delivers a written notice of termination to the Bank not later than on the day which precedes the effective date of the amended terms and conditions, the contract relationship will terminate as at the effective date of the amended terms and conditions. If the Client does not deliver the written notice of termination to the Bank within the specified period or if the Client does not notify the Bank of non-acceptance of the amendments, as of the effective date of the amended terms and conditions the amended terms and conditions for renewed TDA after the effective date of the amended terms and conditions will be applied.
- 3.2. If the Client does not consent to the amendment of these CTC, the Client is obligated to notify the Bank in writing of Client's disapproval. After the notification of disapproval the Bank allows the Client free and immediate revocation of this Contract.
- 3.3. These Commercial Terms and Conditions are published by the Bank on its website and at its commercial premises. The terms and conditions are valid also after termination of the legal relationship between the Client and the Bank, and that until the full settlement of their mutual relationships.
- 3.4. A deposit in the deposit account opened with the Bank is considered as a deposit under Article 3 par. 1 Act No. 118/1996 on Deposit Protection and on amendment and supplementation of certain acts as amended. Unless otherwise arranged by the Bank and the Client, the Bank sends the Client only statements and notifications as arranged under these Commercial Terms and Conditions.
- 3.5. These Commercial Terms and Conditions become valid upon publishing at commercial premises of the Bank and effective on 01.01.2015.