

## **Amendment 13 to the General Business Conditions**

### **I.**

#### **Introductory Provisions**

The Bank has issued the General Business Conditions (hereinafter referred to as the "GBCs") effective from 1 August 2002 as amended by Amendment 1 effective from 1 January 2003, Amendment 2 effective from 30 September 2003, Amendment 3 effective from 1 September 2004, Amendment 4 effective from 1 January 2006, Amendment 5 effective from 1 December 2006, Amendment 6 effective from 15 July 2007, Amendment 7 effective from 1 January 2008, Amendment 8 effective from 1 November 2008, Amendment 9 effective from 15 January 2009, Amendment 10 effective from 1 February 2010, Amendment 11 effective from 1 November 2010 and Amendment 12 effective from 18 March 2011, 5 August 2011, 16 September 2011, 14 October 2011 and 9 November 2011 for Bank Products provided by the Place of Business determined by Publication.

### **II.**

#### **Content of the Amendment**

These GBCs are amended and supplemented as follows:

#### **A. GENERAL PART**

##### **1. BASIC PROVISIONS**

1. Paragraph 1.1. reads as follows:

- 1.1. This is the complete text of the GBCs issued by Slovenská sporiteľňa, a.s., with its registered office at Tomášikova 48, 832 37 Bratislava, registered in the Companies Register of District Court Bratislava I, in section Sa, file no. 601/B, company registration no.: 00151653 effective from 1 August 2002 as amended by Amendment 1 effective from 1 January 2003, Amendment 2 effective from 30 September 2003, Amendment 3 effective from 1 September 2004, Amendment 4 effective from 1 January 2006, Amendment 5 effective from 1 December 2006, Amendment 6 effective from 15 July 2007, Amendment 7 effective from 1 January 2008, Amendment 8 effective from 1 November 2008, Amendment 9 effective from 15 January 2009, Amendment 10 effective from 1 February 2010, Amendment 11 effective from 1 November 2010 and Amendment 12 effective for Bank Products provided by the Place of Business determined by Publication with effect from the date set by Publication, Amendment 13 effective from 1 February 2012.

##### **2. DEFINITIONS**

1. Before the definition "Bank" is inserted a new definition "Authentication Number" which reads as follows:

"Authentication Number" the Client's authentication datum agreed between the Bank and the Client which, together with the Identification Number, is used to verify the Client's identity in the provision of Bank Business via remote-communication technical devices. The Bank and the Client have agreed that the Client may also use an Account number as an Authentication Number."

2. Between the definitions "Electronic Service" and "Client" there is inserted new definition "Identification Number" which reads as follows:

"Identification Number the Client's identification datum assigned by the Bank which, together with an Authentication Number, is used to verify the Client's identity in the provision of Bank Business via remote-communication technical devices. If the Bank has not assigned an Identification Number to the Client, then the Client's Identification Number will be the his first name, last name, address maintained by the Bank, date of birth or his identity number."

## **B. SPECIAL PART**

### **3. ACTING AND SIGNING**

1. After paragraph 3.3.6. there is inserted a new paragraph 3.3.7. which reads as follows:

"3.3.7. The Bank may provide Bank Products to Clients via remote-communication technical devices, unless legal regulations applicable to the Bank Product concerned determine otherwise, and if the technical conditions and devices of remote communication enable to do so. The Bank and the Client have agreed that, during remote communication, the Client will prove his identity by his Identification Number and Authentication Number. The Bank may refuse to carry out Bank Business, if it doubts the identity of the person whose identity is verified in this manner or if the Identification Number or the Authentication Number stated by the Client, without any exception, is not identical with the data maintained by the Bank."

### **4. ACCOUNT, DEPOSIT ACCOUNT AND PASSBOOK**

1. Paragraph 4.1.12. reads as follows:

"4.1.12. If the Bank learns in a credible manner that the Client has died, the Account shall continue to bear interest and no Account maintenance Charges shall be charged, unless the Account is maintained in the form of a Joint Deposit. The Bank shall resume charging the Account maintenance Charges from the day on which the heir has submitted a legally valid decision. The Bank shall permit handling the funds in the Account or Accounts in accordance with instructions from a court or other authority performing inheritance proceedings, unless otherwise agreed. The provisions of this paragraph shall not apply if the Account is maintained in the form of a Joint Deposit."

2. After paragraph 4.1.1.8. there is inserted a new paragraph 4.1.1.9. which reads as follows:

"4.1.1.9. Anyone of the holders of an Account maintained in the form of a Joint Deposit may, also on his own, open an Account or a Deposit Account and to transfer to such Account or Deposit Account the funds from the Account maintained in the form of a Joint Deposit; the holders of such Account or Deposit Account will be all holders of the Account maintained in the form of a Joint Deposit."

3. After paragraph 4.4. there is inserted a new paragraph 4.5. which reads as follows:

"4.5. Restrictions on Deposit Handling

4.5.1 The Bank shall not allow the Client to Handle a Deposit in an Account, Deposit Account, passbook or in other Bank Product, in the following cases:

- a) the execution of a decision or distraint by collecting the money from an account with the Bank ordered by a court, distrainer, tax office or other authorized body, or
- b) the execution of a decision or distraint by selling securities and by submitting a passbook ordered by a court, distrainer, tax office or other authorized body, or
- c) decision of a law enforcement body or a court, or
- d) the Client is declared bankrupt.

4.5.2 The Bank may restrict Deposit Handling in an Account, Deposit Account, passbook or in other Bank Product for a necessary time in the following cases:

- a) if the Bank suspects that the funds in the Account, Deposit Account, passbook or in other Bank Product are allocated for committing a crime, or have been earned by a crime or involvement in a crime, or if the Client's actions breach generally binding

- legal regulations or the GBCs or if there is an imminent danger that the Client might incur a damage,
- b) for reasons regarding the security of a payment transaction or suspicion of an unauthorized or fraudulent payment transaction,
  - c) in the event of an unauthorized overdraft in the Client's Account.
- 4.5.3 If the execution of a decision or distraint by collecting the funds from an account also applies to an Account in which Authorized Overdrafts or an overdraft loan have been permitted, after the start of the execution of such decision or distraint the Bank may stop providing Authorized Overdrafts or drawdown of the overdraft loan and may demand their early repayment.
- 4.5.4 If the Bank does not stop providing Authorized Overdrafts or drawdown of an overdraft loan after the start of the execution of a decision or distraint, the Bank may pay in favour of the execution of such decision or distraint the money credited to the Account after the start of the execution of such decision or distraint even if such funds transfer from the Account will result in an unauthorized overdraft.
- 4.5.5 The Client must notify the Bank in writing that the funds in his Account, Deposit Account or other Bank Product or a deposit in his passbook are exempt from or are not subject to the execution of a decision or distraint. The Bank shall not be liable for damage incurred by the Client due to the Client's failure to perform his duty under this paragraph.
- 4.5.6 The Bank may execute the Client's Payment Order from funds whose handling is restricted by reason of started distraint proceedings or the execution of a decision only if the execution of such Payment Order is permitted by a generally binding legal regulation and if the Client has delivered to the Bank the Payment Order together with a written application stating that the Payment Order should be executed from the funds the handling of which is restricted. The Bank need not allow the Client to pay a debt being recovered by the execution of a decision or distraint by collecting the money by way of an Authorized Overdraft or from an overdraft loan.
- 4.5.7 If the Bank cancels an Account, Deposit Account, passbook or other Bank Product in which the handling of the funds is restricted due to started distraint proceedings or the execution of a decision, the Bank shall not pay the money from such Account, Deposit Account, passbook or other Bank Product to the Client, but shall pay out the money in accordance with the instructions from the body executing the decision or distraint.
- 4.5.8 The Client shall reimburse the Bank in full for all costs relating to the execution of a decision or distraint."

## **5. PAYMENT SERVICES**

1. After paragraph 5.1.2.(c) is inserted a new letter (d) which reads as follows:

"d) in a different manner agreed between the Bank and the Client."

2. Paragraph 5.1.3(f) reads as follows:

"f) the consent to make a payment transaction that is given in the form of a signature (signatures) and possibly a seal, if determined by the Client for handling the funds in an Account in accordance with a Power of Attorney, except for payment transactions submitted to the Bank through Electronic Services or a Payment Card, for which the form and procedures of giving consent to a payment transaction (authorization) are set forth in special business conditions for providing these Bank Products,"

3. After paragraph 5.1.3(j) is inserted a new sentence which reads as follows:

"The Bank may determine the mandatory details of a Payment Order by Publication if the Client submits a Payment Order to the Bank in the manner as described in subparagraph 5.1.2.(d) of the GBCs."

4. Paragraph 5.3.15. reads as follows:

„5.3.15. If the Client has given the Bank a collection consent in favour of any of the Bank's contractual partners with whom the Bank cooperates in making payment transactions, then such collection consent shall be valid and effective even after the account/Account number of that contractual partner

has changed or if the contractual partner has changed the identification data of such payment transaction for the contractual partner. The Bank shall publish its contractual partners pursuant to this provision by Publication. In accordance with the Payment Services Act and in connection with the collection consent given by the Client – payer to a beneficiary, the Bank and the Client have agreed that the Client shall not be entitled to a refund of money pursuant to the provisions of paragraph 13(1) of the said law, if the conditions of paragraph 13(5) of the said law have been met, and none of the provisions of sections 13 and 14 of the said law shall not apply to a Client who is not a consumer as defined in the Payment Services Act.”

## **7. LOANS**

1. Paragraph 7.1.2.(b) reads as follows:

“b) if the Bank has received an effective insurance policy on the security, a confirmation of insurance in accordance with the pledgor’s obligations and a confirmation from the relevant insurer stating that it has received a notice of the creation of a lien or that the insurance benefits have been pledged in favor of the Bank,”

2. Paragraph 7.6.1.(m) reads as follows:

“m) the Bank has got a credible information that a petition has been filed to declare the Client bankrupt or to permit the Client’s restructuring or that the Client is in liquidation, or that a court has been petitioned to permit the execution of a court ruling or execution of property, or”

## **C. FINAL PART**

### **8. Confidential Information and protection of Personal Data**

1. Paragraph 8.3.2. reads as follows:

“8.3.2. The Client agrees that the Bank may provide Confidential Information to other banks, the person that administers the loan register under a special regulation, third parties with which the Bank cooperates in the provision of Bank Products to the Client and to other third parties with which the Bank cooperates or for the marketing or marketing-research purposes, provided that these banks, the person that administers the loan register under a special regulation and third parties are capable of ensuring protection of the Confidential Information against misuse.”

### **15. Securing the liabilities**

1. Paragraph 15.9.9. reads as follows:

“15.9.9. The Client agrees that in the execution of a lien on movable things, Receivables and other assets and immovable property, where the Client does not have his permanent residence under special regulations, the minimum bid permitted by the Bank in a voluntary auction shall be between 100 % and 50 % of the price determined as set forth in point 15.9.4.“

### **16. Charges, compensations, costs**

1. Paragraph 16.1.1. reads as follows:

“16.1.1. The Client shall compensate the Bank for services provided by the Bank by paying Charges determined in the Service Charge List in effect on the day the paid-for operation is made or by paying charges agreed upon in an Agreement or Charges determined by the Bank by Publication.”

2. Paragraph 16.1.3. reads as follows:

“16.1.3. The Bank may change the Service Charge List at any time to reflect changes in the Bank’s business policy, developments on the bank market, development on the money and capital market and changes in legal regulations. The Bank shall make a change in the Service Charge List by

Publication. A change in the Service Charge List shall take effect on the date of Publication of the changed part of the Service Charge List or of the full text of the Service Charge List, unless stated otherwise in the GBC.”

3. After the paragraph 16.1.4. is inserted a new paragraph 16.1.5. which reads as follows:

“16.1.5. The Bank may provide benefits in connection with Bank Products the scope and amount of which are determined by the Bank by Publication. The Bank may unilaterally change the scope and amount of such benefits for reasons set forth in paragraph 19.17. of the GBCs with effect from the date determined by Publication.”

#### **19. Miscellaneous provisions**

1. The last sentence in paragraph 19.17. reads as follows:

“The Bank and the Client have agreed that a change in an interest rate or a change in an exchange rate may be made with immediate effect and without the prior notification, and such changes will be based on the reference interest rate or the reference exchange rate.”

### **III. Final Provisions**

Amendment No. 13 is effective as of February 1, 2012.