

Business Terms and Conditions of Slovenská sporiteľňa for Correspondent Banks

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1. General Provisions

- 1.1. This is the complete text of the BTCCB effective from 1 August 2002 as amended by Amendment 1 effective from 15 February 2006 and Amendment 2 effective from 1 November 2008.
- 1.2. These BTCCB govern all relations between the Bank and a Correspondent Bank arising from an Agreement as well as relations arising in connection with actions aimed at entering into an Agreement.
- 1.3. The BTCCB are part of an Agreement made between the Bank and a Correspondent Bank in connection with a particular Bank Product.
- 1.4. Where the provisions of a written Agreement differ from the provisions of the BTCCB, the provisions of such written Agreement shall prevail.
- 1.5. Documentary credits are governed by the "Uniform Rules for Documentary Credits" published by the International Chamber of Commerce (ICC) in Paris currently in effect.
- 1.6. Documentary collections are governed by the "Uniform Rules for Documentary Collections" published by the International Chamber of Commerce (ICC) in Paris currently in effect.
- 1.7. Bank guarantees are governed by the "Uniform Rules for Bank Guarantees" published by the International Chamber of Commerce (ICC) in Paris currently in effect.

2. Definitions

The terms starting with capital letters used herein, in an Agreement, or in any documents related to an Agreement shall have the meaning as defined herein, unless expressly stated otherwise in such Agreement.

Authentication Key	a sequence of characters agreed between the message sender and recipient which allow to verify the identities of persons acting in the name of the Correspondent Bank in accordance with a special regulation. An Authentication Key is attached to the message and is used for the authorization of the message. A message which is subject to authorization is sent by SWIFT. An Authentication Key is unique for each sender – recipient pair. The message sender generates the appropriate Authentication Key in accordance with pre-determined rules, and the message recipient verifies its accuracy. If the result of the verification is positive, the message is deemed authentic.
Bank	the company Slovenská sporiteľňa, a. s., having its registered office at Tomášikova 48, 832 37 Bratislava, company registration number: 00 151 653, registered in the Company Register kept by the Bratislava I District Court, in section Sa, file No. 601/B, the holder of a banking license granted by the decision of the National Bank of Slovakia.
Banking Day	any day on which the Bank makes or clears Bank Transactions. Banking Days shall exclude any day that the Bank, due to particularly serious operating problems, declares a non-business day; the Bank shall publish any such decision at least 5 calendar days prior to the date declared a non-business day.
Bank Transaction	the establishment, change or termination of contractual relations between the Bank and a Correspondent Bank, and any transactions, including Disposal of deposits.
Bank Products	the Bank's products and services provided by the Bank in Bank Transactions under an agreement. The terms of providing a Bank Product to a Correspondent Bank may be determined by the Bank by Publication.
Confidential Information	any and all information concerning a Correspondent Bank learnt by the Bank in the process of, or in connection with, performing banking activities, including information subject of bank secret pursuant to the Banking Act, trade secret pursuant of the Commercial Code, or subject of legal protection pursuant of the Act on Protection of Personal Information in Information Systems, as well as any other information on the legal status, economic and financial situation, or activities of the Correspondent Bank.
Correspondent Bank	a legal person – bank or foreign bank's branch having a contract with the Bank and/or for whom the Bank makes or will make Bank Transactions.
Loro Account	a current account opened by the Bank for a Correspondent Bank under a Loro Account Agreement.
BTCCS	Business Terms and Conditions for Correspondent Banks.
Minimum Deposit	the minimum sum of money that a Correspondent Bank must deposit in a Loro Account.
Disposal of a Deposit	deposit withdrawal or cancellation, transfer or making, while Disposal of a Deposit does not include an increase in the amount of a deposit.
Business Day	any day on which interbank transactions are settled. Business Days exclude the non-working days and holidays of the Slovak Republic. Business Days shall also exclude any day that the Bank, due to particularly serious operating problems, declares a non-business day; the Bank shall announce any such decision by Publication at least 5 days prior to the date declared a non-business day.
Office	an organizational unit of the Bank (city branch, branch, outlet, commercial centre).

Authorized Person	a natural person authorized by a Correspondent Bank in a Signature Specimen or by a separate power of attorney signed by persons empowered to act on behalf of the Correspondent Bank in the presence of a Bank employee or with an officially certified signatures of persons empowered to act on behalf of the Correspondent Bank, or a natural person empowered to act on behalf of the Correspondent Bank under special regulations.
Personal Data	personal details of a person authorized to act on behalf of a Correspondent Bank – a natural person as defined in the Personal Data Protection Act which the Bank has learnt during or in connection with the performance of bank operations.
Signature Specimen	a deed containing Signature Specimens or other identification of persons which the Correspondent Bank authorizes to dispose of the funds in a Loro Account, at the same time specifying the manner of disposal of funds in the Loro Account by Authorised Persons.
Payment Order	an order given by a Correspondent Bank to the Bank to dispose of funds held in a Loro Account in cash or non-cash form, by means of a payment.
Instruction	an Order, Payment Order, or any other demand of a Correspondent Bank delivered to the Bank.
Fees	the fees set out in an Agreement, herein or in the Tariff of Fees which the Bank charges in the amount according to the Tariff of Fees or as agreed between the Bank and a Correspondent Bank otherwise than in the Tariff of Fees.
Complaint Rules	the Bank's complaint rules setting out the rights and duties arising between the Bank and a Correspondent Bank on the basis of or in connection with a Correspondent Bank's complaints towards the Bank about the quality and accuracy of services provided by the Bank; the rules are issued by the Bank by Publication.
Negotiation Rules	the negotiation rules of the Arbitration Court issued by the Bank Association with its registered office at Tallerova 1, 814 99 Bratislava, registration number: 30 813 182 with the prior consent of the National Bank of Slovakia under subsection 2 of section 12 and section 14 of the Arbitration Proceedings Act 244/2002 and under subsection 2 of section 69 of the Act 510/2002 on Payments and on Amending and Supplementing Some Laws effective from 1 July 2003, as published in the Commercial Gazette.
Arbitration Court	the permanent arbitration court of the Bank Association established under subsection 1 of section 67 of the Act 510/2002 on Payments and on Amending and Supplementing Some Laws and under subsection 1 of section 12 of the Arbitration Proceedings Act 244/2002 by the Slovak Bank Association, registration number 30 813 182 as of 1 July 2003.
Tariff of Fees	the Bank's Tariff of Fees valid and effective as of the Publication date for making Bank Transactions with a Correspondent Bank which determines the Fees and some conditions of making Bank Transactions with the Correspondent Bank.
Bank Group	<p>a) Erste Group Bank AG, Vienna, Republic of Austria, Leasing Slovenskej sporiteľne, a.s., Bratislava, Asset Management Slovenskej sporiteľne, správ. spol., a.s., Bratislava, Factoring Slovenskej sporiteľne, a.s., Bratislava, Realitná spoločnosť Slovenskej sporiteľne, a.s., Bratislava, Slovak Banking Credit Bureau, s.r.o., Bratislava, s IT Solutions SK, spol. s r.o., Bratislava, s IT Solutions AT Spardat GmbH, Vienna, Republic of Austria, Procurement Services SK, s.r.o., Bratislava, Informations-Technologie Austria SK, spol. s r.o., Bratislava,</p> <p>b) parties which control the Bank or are controlled by the Bank,</p> <p>c) parties controlled by the parties defined in subparagraph b).</p> <p>For the purpose of the definition of the Bank Group, control means:</p> <p>a) at least 20% direct or indirect share of the share capital of a legal entity or of the voting rights in a legal entity, or</p> <p>b) the right to appoint or remove the statutory body, majority of the members of the statutory body, supervisory board or the director of a legal entity, or</p> <p>c) power to influence the control of a legal entity comparable to the effect set out in subparagraph a) in which legal entity other natural person is a partner, member or shareholder, under a contract with the legal entity, articles of association of that entity or under an agreement with the other partners, shareholders or members of that legal entity, or</p> <p>d) power to otherwise, directly or indirectly, exercise influence corresponding to the share set out in subparagraph a).</p>
SWIFT	a company for world-wide interbank financial telecommunication which makes data transfers among its members as a prompt electronic process.
Statutes	the statutes of the Arbitration Court issued by the Bank Association with its registered office at Tallerova 1, 814 99 Bratislava, registration number: 30 813 182 with the prior consent of the National Bank of Slovakia under subsection 2 of section 12 and section 13 of the Arbitration Proceedings Act 244/2002 and under subsection 2 of section 69 of the Act 510/2002 on Payment System and on Amending and Supplementing Some Laws as published in the Commercial Gazette. The Statutes are effective from 1 July

	2003, except for the provisions of subparagraph b) of paragraph 3 of Article 2, subparagraph b) of paragraph 1 of Article 3, paragraph 2 of Article 4, paragraph 3 of Article 8, and subparagraph b) of paragraph 2 of Article 12 of the Statutes which are effective from 1 January 2004.
Agreement	any contract or agreement made between the Bank and a Correspondent Bank in respect of the execution of Bank Transactions.
Loro Account Agreement	a legal act by which the Bank undertakes to open a Loro Account for a Correspondent Bank from a certain date and in a certain currency.
Publication	the making available of a document or information in a publicly accessible place in an Office or on the Bank's website or by any other appropriate method, at the Bank's discretion, whereupon the document or information takes effect, unless stated otherwise.

3. Acting and Signing

3.1. Acting of a Correspondent Bank

- 3.1.1. A Correspondent Bank acts through its statutory body, in a manner specified in an extract from the company register, or it acts by its authorized representative.
- 3.1.2. In the event of a change in the composition of the statutory body of a Correspondent Bank, such change shall become effective towards the Bank from the moment the Bank receives an original or an officially certified copy of the legally valid decision of the body which, according to the memorandum of association or foundation deed or articles of association of the legal entity, is authorized to make such change. This provision shall not relieve the Correspondent Bank of its duty to update its data in the company register so as they show the actual status and to submit to the Bank a new extract from the company register without undue delay after making such change in the company register.
- 3.1.3. In the event of any changes to the data supplied by a Correspondent Bank to the Bank in connection with an Agreement, the Correspondent Bank undertakes to submit to the Bank documents evidencing such changes. The changes shall be effective and binding towards the Bank from the Business Day immediately following the delivery date of the relevant notice to the Bank. In exceptional cases, the Bank may, at its own discretion, agree that a notice may take effect upon delivery to the Bank. The Bank need not accept any notice from a Correspondent Bank which, at the Bank's own discretion, is not supported by sufficiently demonstrable documents and where the data required by the Bank are missing.
- 3.1.4. The credibility and adequacy of submitted documents may be judged by the Bank at its own discretion.

3.2. Acting by Proxy

- 3.2.1. If a Correspondent Bank is acting by proxy, by law or under a power of attorney, the Bank shall verify the identity of the proxy and the proxy shall submit to the Bank a document evidencing his or her authorization to act on behalf of the Correspondent Bank.
- 3.2.2. If the power of attorney has been issued outside the territory of the Slovak Republic, the signature on the power of attorney shall be certified by a person authorized to certify signatures in the country where the power of attorney has been issued. The Bank may require that such powers of attorney are officially certified and superlegalized or have an "Apostille" clause under the Hague convention abolishing the need to superlegalize foreign public documents dated 5 October 1961.
- 3.2.3. The credibility and adequacy of documents submitted by the persons authorized to act on behalf of a Correspondent Bank and by an Authorized Person, evidencing their identity and proving the accuracy of their statements may be judged by the Bank at its own discretion.

3.3. Proving One's Identity

- 3.3.1. In each Bank Transaction, the Bank may determine, verify and check the Correspondent Bank's identification and require that the Authorized Persons and the persons authorized to act on behalf of the Correspondent Bank prove their identities. The Correspondent Bank must comply with such requirement of the Bank. The Bank may refuse to make a Bank Transaction where the persons acting on behalf of the Correspondent Bank wish to remain anonymous, unless a special regulation states otherwise.
- 3.3.2. A person authorized to act on behalf of a Correspondent Bank and an Authorized Person shall prove to the Bank his or her identity by submitting his or her valid identification document, or by his or her signature if such person is personally known to the Bank and if his or her signature is beyond doubt identical with the Signature Specimen deposited in the Bank, on condition that such person

- proved his or her identity by submitting the identification document when signing the Signature Specimen. When a Bank Transaction is made via technical means, the identity of the Correspondent Bank is verified by an Authentication Key.
- 3.3.3. It is understood that identification documents include an identity card, travelling passport, residence permit for a foreigner if it has a photograph, and an identification document of the member states of the European Community, at the Bank's discretion. The Bank may require that, in cases determined by the Bank, Authorized Persons or the persons authorized to act on behalf of a Correspondent Bank submit an additional identification document. The Bank may make a photocopy of the identification document submitted by an Authorized Person or a person authorized to act on behalf of a Correspondent Bank, and to keep such photocopy as part of the information on the Correspondent Bank.
 - 3.3.4. The Bank may require from a Correspondent Bank a document evidencing its authorization to carry out bank operations and other documents which, at the Bank's own discretion or under special legal regulations, are necessary for the Bank Transaction.

4. Opening and Maintaining a Loro Account

- 4.1. The Bank opens a Loro Account for a Correspondent Bank as the account holder under a written Loro Account Agreement. The Bank and the Correspondent Bank shall make a Loro Account Agreement for an indefinite period of time, unless the Loro Account Agreement states otherwise.
- 4.2. In a Loro Account Agreement, the Bank and the Correspondent Bank shall determine the currency in which the Loro Account shall be denominated. The Bank opens Loro Accounts in currencies determined by Publication. The Bank, at its own discretion and on a case-by-case basis, may open a Loro Account in a currency which is not determined by Publication.
- 4.3. If a Correspondent Bank applies to the Bank, in a written application delivered to the Bank, for opening a Loro Account, then the Correspondent Bank must accurately state in such application all information necessary for opening and maintaining the Loro Account, i.e. the requested Loro Account currency, Loro Account start date, method of delivering Loro Account statements, Loro Account statement frequency and a contact person for delivering Loro Account statements. In the Loro Account opening application delivered to the Bank, the Correspondent Bank shall also acknowledge that it knows and accepts the BTCCB and Tariff of Fees currently in effect. The Loro Account opening application shall also include the Correspondent Bank's proposal to enter into an arbitration agreement under section 3 and subsection 1 of section 4 of the Arbitration Proceedings Act 244/2002 in the form of an arbitration clause in the Loro Account Agreement according to which all disputes, now existing or thereafter arising, in the contractual relation established under or in connection with the Loro Account Agreement, including disputes about the agreement's validity, construction or cancellation, shall be referred to and decided by the Arbitration Court, except for those disputes which, under a special law, cannot be decided in arbitration proceedings.
- 4.4. The Bank, at its own discretion, may require that a Loro Account opening application is confirmed by a SWIFT message where the data must be identical with those in the written Loro Account opening application delivered to the Bank.
- 4.5. A Loro Account Agreement shall be valid and effective from the day on which the Bank's written acceptance of the Loro Account opening application is delivered to the Correspondent Bank or from the signing date of the Loro Account Agreement by the parties to the agreement, unless otherwise stated in the Loro Account Agreement.
- 4.6. The name of a Loro Account usually is the business name of the Correspondent Bank as stated in an extract from the company register or in other document required by law and evidencing the establishment and existence of the Correspondent Bank.
- 4.7. The Bank may change a Loro Account name, and in such case it must announce such change by Publication at a time in accordance with normal practice, at least 30 days in advance.
- 4.8. The Correspondent Bank shall have the right to Dispose of the deposit in a Loro Account from the moment the first funds are credited to the Loro Account.
- 4.9. The Correspondent Bank may authorize third parties to dispose of the funds in a Loro Account in the Signature Specimen. The signatures in the Signature Specimen must be verified in a manner acceptable to the Bank. For comparing a Signature Specimen, the Bank may use the Signature Specimen deposited in the Bank's system in an electronic form. The persons acting on behalf of the Correspondent Bank agree that their Signature Specimens may be scanned and used for identity check. The Correspondent Bank may at any time change the number of Authorized Persons or change, cancel or restrict the scope of a power of attorney.
- 4.10. A power of attorney as well as changes, cancellation of or restrictions to it shall be effective from the Business Day immediately following the delivery date of the Signature Specimen or other written document to the Bank. The Bank may, at its own discretion, agree that a power of attorney may take effect as early as upon delivery of the above-named documents to the Bank or from other date accurately stated in such documents.
- 4.11. A Signature Specimen shall be valid until revoked, even if the facts on the basis of which the Signature Specimen has been made, have changed.

- 4.12. Irrespective of the scope of the power of attorney stated in a Signature Specimen, an Authorized Person cannot carry out the acts listed below on behalf of the Correspondent Bank, unless the Correspondent Bank has delivered to the Bank a special Instruction authorizing the person to carry out the act:
- a) change, amendment, cancellation of a Loro Account Agreement,
 - b) change, amendment, cancellation of a Signature Specimen,
 - c) any legal act which according to the Bank's declaration applies solely to the Correspondent Bank.
- 4.13. A Correspondent Bank has no legal title to the opening of a Loro Account, even if the Bank and the Correspondent Bank have already established other legal relations with each other.
- 4.14. A Correspondent Bank must ensure that the balance of a Loro Account is sufficient to pay at least its mature liabilities to the Bank under these BTCCB, Instructions, Loro Account Agreement (including interest and Fees) as well as other Agreements between the Bank and the Correspondent Bank in connection with other Bank Products provided by the Bank to the Correspondent Bank, unless otherwise agreed for such Bank Products. A debit balance is possible only if and as agreed in the Loro Account Agreement.
- 4.15. If, as of the due date of Fees and other costs relating to the maintenance of a Correspondent Bank's Loro Account, the balance of the Correspondent Bank's Loro Account is insufficient for paying such fees and costs, then the Correspondent Bank and the Bank have agreed that the Bank may satisfy its overdue Fees by debiting the Correspondent Bank's Loro Account, even if the Correspondent Bank has no receivable from its Loro Account. Such debit balance of the Loro Account shall bear interest for overdraft, at a rate which shall be determined by the Bank by Publication, from the start of such debit balance until its repayment.

5. Interest

- 5.1. A Loro Account balance bears interest in the currency in which the Loro Account is denominated and at the rate set by the Bank by Publication. Interest shall accrue from the day set by the Bank by Publication until the day immediately preceding the day of the withdrawal or transfer from the Loro Account. The Bank shall credit interest on a Loro Account once a year, as of the last calendar day of the year, unless otherwise agreed.
- 5.2. The Bank may unilaterally change interest rates and interest credit dates; the Bank shall determine the changes by Publication.
- 5.3. The Bank's base rate for computing interest in a Loro Account shall be determined by the Bank by Publication.
- 5.4. Interest earned on deposits in a Loro Account is subject to tax in accordance with applicable legal regulations and binding international agreements of the Slovak Republic.
- 5.5. A Correspondent Bank shall submit to the Bank documents evidencing facts relevant for determining income tax on its Loro Account (e.g. foreigner's confirmation of its tax domicile).
- 5.6. If this duty is not carried out and the Bank sends an incorrect amount of tax to the tax administrator and if the tax administrator then levies tax arrears and penalty for the incorrect amount of tax paid, then the Bank may satisfy its receivables from the Loro Account with the Bank.

6. Terminating a Contractual Relation and Cancelling a Loro Account

- 6.1. A contractual relation established under a Loro Account Agreement shall be terminated and the Loro Account shall be cancelled in the following cases:
- a) at the end of the period for which the Loro Account has been opened,
 - b) by agreement on the termination of the contractual relation established under the Loro Account Agreement,
 - c) by termination of the Loro Account Agreement,
 - d) otherwise in accordance with the Loro Account Agreement or applicable legal regulations.
- 6.2. The Bank may unilaterally terminate a Loro Account Agreement at any time, in writing, without cause. A Loro Account Agreement termination shall be effective from the end of the calendar month in which the Bank delivers the notice of termination of the Loro Account Agreement to the Correspondent Bank.
- 6.3. A Correspondent Bank may terminate a Loro Account Agreement at any time, in writing, without cause. In the notice of termination the Correspondent Bank shall specify how the Bank should handle the funds in the Loro Account. A Loro Account Agreement's notice of termination shall take effect three days after its delivery to the Bank, unless any other Bank Products have been provided in connection with the Loro Account, in which case the Loro Account Agreement shall be terminated as late as upon termination of the last contractual relation relating to the Loro Account or at the time determined by the Bank in accordance with the normal business practice after the termination of the last contractual relation relating to the Loro Account.
- 6.4. As of the termination day of a contractual relation, the Bank and the Correspondent Bank shall take every action necessary to prevent damage.
- 6.5. After termination of a Loro Account, after paying and settling all liabilities of the Correspondent Bank to the Bank, the Bank shall dispose of the funds which have remained in the Loro Account in accordance

- with the written instructions from the Correspondent Bank. If, by the effective date of the notice of termination, the Correspondent Bank has not specified how the Bank should dispose of the Loro Account balance, then the Bank shall register the balance of the funds, but shall not accrue interest on it.
- 6.6. The Bank shall notify the Correspondent Bank of the termination of its Loro Account and of the termination date of such Loro Account, as well as of how the Bank has disposed of the funds in the Loro Account.
- 6.7. The BTCCB shall continue to be valid after the termination of the business relation between the Correspondent Bank and the Bank until their mutual relations are settled completely.

7. Payment System

7.1 General Provisions for the Payment System

- 7.1.1. The Bank shall make funds transfers to and from Loro Accounts in accordance with Instructions from the Correspondent Bank.
- 7.1.2. The Bank shall make cash deposits and withdrawals to/from a Loro Account in accordance with a credit and debit agreement between the Bank and the Correspondent Bank. The Bank shall make them in the Bank's Office or through the Bank's central treasury.
- 7.1.3. The Bank shall make non-cash deposits and withdrawals of funds to/from a Loro Account in accordance with Instructions from the Correspondent Bank:
- delivered through a clearing centre,
 - delivered by way of a swift key message which is marked in accordance with the Rules published by the company S.W.I.F.T then in effect,
 - in the form of a Payment Order formally identical with a swift key message, but signed in accordance with the Signature Specimen,
 - by agreement between the Bank and the Correspondent Bank.
- 7.1.4. The completeness, factual accuracy and truth of the data stated in the Correspondent Bank's Instructions, notably the details that would cause an incorrect sending of a transfer, are the responsibility of the Correspondent Bank.
- 7.1.5. Foreign-currency payments are sent and received by the Bank in accordance with the Foreign Exchange Act, other generally binding legal regulations governing foreign-exchange issues and generally binding legal regulations governing the payment system. The Correspondent Bank understands and undertakes to carry out duties imposed by the Foreign Exchange Act, other generally binding legal regulations governing foreign-exchange issues and generally binding legal regulations governing the payment system.
- 7.1.6. The Bank shall not be responsible for meeting the deadlines and method of processing a Payment Order by other banks, unless a special regulation states otherwise.

7.2. Sending and Receiving Payments and Clearing

- 7.2.1. The Bank and the Correspondent Bank have agreed that the Bank may also carry out an Instruction from the Correspondent Bank for which there are not enough money in the Loro Account. If the Loro Account balance is insufficient and the Bank has carried out an Instruction, then the debit balance shall bear interest at a rate set by Publication, unless otherwise agreed.
- 7.2.2. Non-cash foreign-currency deposits to a Correspondent Bank's Loro Account in accordance with an Instruction as set out in paragraph 7.1.3 herein shall be executed by the Bank even if the Bank does not know whether the deposit amount is covered by a deposit to the Bank's account. The Correspondent Bank undertakes to pay such money to the Bank's account without undue delay by the date stated in the Instruction sent by the Correspondent Bank to the Bank.
- 7.2.3. The Bank shall not execute a Payment Order if it is prevented from doing so by another Instruction from the Correspondent Bank, generally binding legal regulation, decision by a state authority or other legal fact binding on the Bank.
- 7.2.4. If the Bank rejects an Instruction for making a transfer because it is inconsistent with paragraph 7.1.3 herein or if the Bank does not make a transfer, then the Bank shall immediately return such Instruction to the sender or shall execute the Payment Order on a later date agreed with the Correspondent Bank.
- 7.2.5. The Bank may debit a Correspondent Bank's Account even without a Payment Order in the cases listed below:
- upon termination of a Loro Account Agreement,
 - based on a legally valid and enforceable court ruling on the execution of a ruling by collecting funds from an account with a financial institution,
 - based on a distraint order as set out in special regulations,
 - for paying Fees in accordance with the Tariff of Fees,
 - for satisfying the Bank's receivables,
 - to collect withholding tax in accordance with special regulations,
 - to correct a clearing error in accordance with special regulations,

- h) for other reasons stated herein, in other business terms and conditions issued by the Bank, in a Loro Account Agreement or in other Agreements with the Correspondent Bank.
- 7.2.6. The Bank may debit its overdue receivables from a Loro Account even without submission of a Payment Order and even if the balance of the Loro Account is insufficient, and after doing so the Bank shall register an unauthorized debit balance of the Loro Account.
- 7.2.7. If the Bank debits a Loro Account as described in subparagraphs b) or c) of paragraph 7.2.5. and the account is
- a) denominated in the Slovak currency and the ruling or distraint in accordance with a special regulation is being executed in a currency other than the Slovak currency, then the Bank shall convert the transfer amount at the non-cash selling rate,
 - b) denominated in a currency other than the Slovak currency and the ruling or distraint in accordance with a special regulation is being executed in the Slovak currency, then the Bank shall convert the transfer amount at the non-cash buying rate,
 - c) denominated in a currency other than the Slovak currency and the ruling or distraint in accordance with a special regulation is being executed in a currency other than the Loro Account currency and other than the Slovak currency, then the Bank shall first convert the transfer amount to the Slovak currency at the non-cash buying rate and then shall convert the amount to the currency in which the ruling or distraint is being executed in accordance with a special regulation at the non-cash selling rate.
- 7.2.8. The times for submitting and executing a Payment Order are set by the Bank by Publication.
- 7.2.9. In domestic transfers and cross-border transfers the Bank shall debit funds from the Correspondent Bank's Loro Account on the basis of a Payment Order on the value date stated in the Payment Order. If the value date stated in the Payment Order is identical with its delivery date to the Bank, then the Bank shall debit the funds from the Correspondent Bank's Loro Account on the value date of the Payment Order, only if the Correspondent Bank has delivered the Payment Order to the Bank by the deadline set by the Bank by Publication. If the value date is not stated in a Payment Order, the Bank shall not debit the funds from the Loro Account until the Correspondent Bank states the value date. If the value date stated in the Payment Order is identical with its delivery date to the Bank and the Payment Order has been delivered to the Bank after the deadline set by the Bank by Publication, then the Bank shall debit the funds from the Correspondent Bank's Loro Account on the next Banking Day.
- 7.2.10. In a cross-border payment where the Bank is the executing institution of both the sender and the beneficiary, or in a domestic payment, the Bank shall credit the funds to a Loro Account or shall make them otherwise available to the beneficiary, in the case of a cash payout, on the first Banking Day on which the Bank can dispose of the funds and has received the documents necessary for clearing the payment. In a cross-border payment where the Bank is not the executing institution of both the sender and the beneficiary, the Bank shall credit the funds to the Loro Account or shall make them otherwise available to the beneficiary, in the case of a cash payout, on the Business Day immediately following the Business Day on which the Bank has obtained the right to dispose of the funds and received the documents necessary for clearing the payment, unless otherwise agreed.
- 7.2.11. In a transfer in a currency other than the Loro Account currency, the Bank shall convert the amount of the transfer at an exchange rate set by the Bank by Publication.
- 7.2.12. The Correspondent Bank understands that, if a Payment Order for a cross-border transfer from abroad is not filled in completely and in a manner normally used in banking practice, then the Bank shall make the the transfer amount available to the Correspondent Bank as late as after additional data are supplied by the sender, sender's executing institution or an intermediating institution, and the Bank shall not be liable for the delay or damage incurred by the Correspondent Bank or a third party.

7.3 Correcting an Incorrect Clearing

- 7.3.1 The Correspondent Bank undertakes to notify the Bank of a clearing error and to request the elimination of the error within the time set by the Complaint Rules.
- 7.3.2 The Bank shall correct an incorrect clearing by a corrective clearing to or from the Correspondent Bank's Loro Account, usually to or from the Bank's accounts, within the time set by the Complaint Rules or a special regulation.
- 7.3.3 The Bank shall report a corrective clearing which the Bank has made or is making, without undue delay, in writing or by an electronic message (i.e. including swift) to the Correspondent Bank from whose Loro Account are debited funds by the corrective clearing or to the person to whose account the funds are credited for the same reason.
- 7.3.4 If an incorrect clearing is the fault of a person authorized to correct such incorrect clearing, then that person shall notify the Bank of the fact and the Bank may freeze the funds in the Loro Account in the amount of the incorrect clearing until such person gives the instruction to make a corrective clearing.

7.4 Clearing Statements and Loro Account Statements

- 7.4.1. The Bank shall notify a Correspondent Bank of the balance of a Loro Account and of transactions made on the Loro Account by a statement. When opening a Loro Account, the Bank and the Correspondent Bank shall determine the statement collection method, persons authorized to collect the statements for the Correspondent Bank and the statement frequency; changes shall be made by the Bank upon request of the Correspondent Bank, and once accepted, such change shall be considered an amendment to the Loro Account Agreement.
- 7.4.2. Credit and debit notices shall be sent to a Correspondent Bank by mutual agreement, with the use of a swith Authentication key.
- 7.4.3. A statement compiled from the Bank's records confirms to the Correspondent Bank the accuracy of the data in the statement which may be only challenged if the Correspondent Bank submits a written document evidencing otherwise.
- 7.4.4. In the event of discrepancies between statements sent in both electronic and paper form, the paper statement shall be binding on the Correspondent Bank.
- 7.4.5. The accuracy of a Loro Account balance as of the last day of the year shall be confirmed by a Correspondent Bank to the Bank within 14 days of the delivery of the statement. If the Bank does not receive within the 14-days period a written objection from the Correspondent Bank against the accuracy of the account balance, then the Loro Account balance shall be deemed approved by the Correspondent Bank for the puposes of inventory control. This shall not restrict the Correspondent Bank's right to request elimination of clearing errors within the time set by the Complaint Rules.

8. The Bank's Responsibilities

- 8.1. The Bank shall only be liable for damages caused by the Bank. This means that the objective liability principle in business-legal relations is not applicable to the Bank. If the Bank must indemnify a Correspondent Bank for damage incurred, the Bank need not pay unrealized profit.
- 8.2. The Bank shall not be liable for damage incurred and other consequences of falsification or incorrect completion of Instructions and other documents.
- 8.3. The Bank shall check whether the documents which the Bank may receive under an Agreement with a Correspondent Bank correspond to the content of the Agreement. However, the Bank shall not be responsible for the authenticity, validity and translation of such written documents.
- 8.4. The Bank shall not be liable for discrepancies found outside a cash desk.
- 8.5. The Bank shall not be liable for damage incurred due to the actions of domestic or foreign authorities or courts, denials or late issuance of necessary permits from authorities, consequences of force majeure, uprising, revolution, civil unrest, war or natural disasters or as a result of other events beyond the Bank's control (e.g. market failures, industrial actions, work stoppages or other events which the Bank cannot influence). The Bank shall not be liable for damage incurred due to a disruption of telecommunication services provided to the Bank by third parties. Furthermore the Bank shall not be liable for damages incurred due to events under control of a Correspondent Bank or events for which the Correspondent Bank is responsible, or damage incurred due to breach or late performance of any obligation of the Correspondent Bank to the Bank.
- 8.6. A Correspondent Bank shall indemnify the Bank for any damage or loss incurred by the Bank as a result of the Bank's actions based on any notice or other information provided to the Bank by the Correspondent Bank or provided to the Bank on behalf of the Correspondent Bank. The Correspondent Bank shall not have the right to enforce, nor shall enforce any claim from the Bank and shall not take steps or shall not start proceedings against the Bank or its staff in connection with damage or loss that the Correspondent Bank might incur due to the actions of the Bank based on any notice or other information which the Bank has received from the Correspondent Bank or on the Correspondent Bank's behalf.

9. Fees, Remunerations, Costs

9.1. Tariff of Fees

- 9.1.1. A Correspondent Bank shall pay the Bank Fees for services provided by the Bank in accordance with the Tariff of Fees in effect on the day the paid-for service is provided or Fees agreed in an Agreement.
- 9.1.2. Unless otherwise agreed between a Correspondent Bank and the Bank, the Fees are payable on the due date stated in the Tariff of Fees, and if such datum is missing in the Tariff of Fees, then the Fees are due on the day on which the paid-for service is provided. The Bank's receivables corresponding to Fees are payable on the said dates, and the Bank may debit the amount of its receivables from any Loro Account of the Correspondent Bank or may set off its receivables against the Correspondent Bank's receivables from the Bank arising from any Loro Account of the Correspondent Bank with the Bank. If the balance of a Loro

Account of the Correspondent Bank is insufficient for paying overdue Fees, then the Bank shall debit the amount owed from the Loro Account.

- 9.1.3. The Bank may change the Tariff of Fees at any time. The Bank shall make a change in the Tariff of Fees by Publication. A change in the Tariff of Fees shall be effective from the Publication date of the changed part of the Tariff of Fees or from the Publication date of the completely new text of the Tariff of Fees.

9.2. Indemnity for Damage and Reimbursement of Costs

9.2.1. The Correspondent Bank undertakes, upon request of the Bank, to indemnify the Bank for all damages and costs, including the cost of the Bank's legal representation, which the Bank will incur in connection with:

- a) breach of any contractual duty of the Correspondent Bank to the Bank, or settling disputes between the Bank and the Correspondent Bank, notably with respect to collection of the Bank's overdue receivables from the Correspondent Bank (including judicial and administrative fees and further costs relating to judicial or extrajudicial debt collection), or
- b) judicial or extrajudicial proceedings where the Bank will take part in connection with judicial proceedings or dispute between the Correspondent Bank and third parties.

9.3. Reimbursement of Other Costs

9.3.1. In addition to the Fees set out in the Tariff of Fees, the Correspondent Bank shall without undue delay reimburse the Bank for all other costs and expenses incurred by the Bank in connection with entering into, amending and terminating the contractual relation as well as proposed relation, particularly notary, judicial, administrative and other fees, cost of documentation, cost of legal services, services of experts and tax and economic advisors, translators and interpreters.

9.3.2. The Correspondent Bank undertakes, upon request of the Bank, to reimburse the Bank without undue delay for the increased reasonable costs incurred in connection with entering into and performing an Agreement, or with respect to the financing of the Bank's obligations under this Agreement resulting from:

- a) amending or enacting a new legal regulation binding on the Bank which applies to a Bank Product or the Bank in general,
 - b) change in the construction of a legal regulation,
 - c) change in the market situation,
- on condition that such amendment or enactment of a new legal regulation binding on the Bank, change in its construction or market change takes place after the relevant Agreement between the Correspondent Bank and the Bank is made.

9.3.3. The Correspondent Bank undertakes to reimburse the Bank for other fees and costs incurred by the Bank in connection with making transfers under a special regulation, particularly because:

- a) the Correspondent Bank, as the sender, has not stated the account number in the structure required by the Bank, or by an intermediary institution as defined in a special regulation or by the executing institution as defined in a special regulation or in the structure required by a special regulation;
- b) in a transfer where the Correspondent Bank is the sender or beneficiary as defined in a special regulation, the Correspondent Bank or other party involved in the transaction as the sender or beneficiary as defined in a special regulation stated in the Payment Order such data which increased the cost of the transfer incurred by the Bank, intermediary institution as defined in a special regulation or by the executing institution as defined in a special regulation.

10. Confidential Information

10.1. The Bank undertakes to treat Confidential Information in accordance with generally binding legal regulations and to maintain the confidential character of Confidential Information even after the contractual relation between the Bank and the Correspondent Bank has been terminated.

10.2. The Bank may only disclose Confidential Information to third parties in the event of, to the extent of and subject to conditions:

- a) determined in generally binding legal regulations or legally valid court rulings or decisions of other administrative bodies,
- b) agreed herein or in an Agreement between the Bank and the Correspondent Bank,
- c) stated in the Correspondent Bank's written consent for the Bank.

11. Personal Data Protection

- 11.1. If a Correspondent Bank provides to the Bank the personal details of other natural person as defined in the Personal Data Protection Act 428/2002 as amended in connection with any contractual relation, the Correspondent Bank expressly declares that it has received the written consent of such natural person to provide his or her personal details to the Bank for processing to the extent set out herein.
- 11.2. The Correspondent Bank hereby declares that, according to the consent given as described in paragraph 11.1., the Bank may
- a) process the Personal Data of a person concerned for the purpose of the administration of the contractual relation between the Correspondent Bank and the Bank or a member of the Bank Group and for the purposes relating to the business operations of a member of the Bank Group registered in a company register as set out in special regulations, for the purpose of agreeing, making, executing and subsequently checking Bank Transactions with the Correspondent Bank, for the purpose of the identification of the Correspondent Bank or a person concerned, for the purpose of documenting the operations of the Bank or a Bank Group member, for the purpose of protecting and enforcing the rights of the Bank or a Bank Group member, for the performance of the Bank's obligations and tasks as required by special regulations;
 - b) transmit Personal Data to the country where a Bank Group member is headquartered on condition that an adequate level of protection is guaranteed there, the Bank shall notify the Correspondent Bank and the person concerned of such action by Publication; when transmitting Personal Data to countries which do not guarantee adequate protection, the Bank undertakes to comply with the Personal Data Protection Act 428/2002 as amended or with a law which may supersede this law in the future;
 - c) under a personal data processing agreement, provide the Personal Data of a person concerned or may authorize a third party to process Personal Data, even if such third party is headquartered outside the territory of the Slovak Republic, on condition that an adequate level of data protection is guaranteed, for the purposes set out in subparagraph a) of this paragraph and for the purposes of cooperation under subparagraph f) of this paragraph, and if this happens the Bank shall notify the Correspondent Bank and the person concerned of such actions by Publication;
 - d) disclose the Personal Data of a person concerned or provide Personal Data for processing to a member of the Bank Group, and the Bank shall notify the Correspondent Bank and the person concerned of such actions by Publication;
 - e) disclose Personal Data to third parties which are the beneficiary or the sender of a payment under a special regulation or which provide the Bank with services enabling the Bank to make Bank Transactions;
 - f) process Personal Data for marketing or marketing survey purposes;
to the extent necessary for meeting any of the objectives as described in this paragraph herein.
- 11.3. The consent of a person concerned under paragraph 11.1 herein shall be valid during the existence of the purpose of his or her Personal Data processing.
- 11.4. A person concerned may revoke his or her consent if the Bank actions breach the conditions agreed in this paragraph.
- 11.5. If a party, which is a member of the Bank Group, is not identified by its business name and registered office address in the definition of the Bank Group, then the Bank shall identify such person by Publication for the purposes of exercising the Bank's rights under Article 11 herein in accordance with a special regulation governing natural persons' personal data protection.

12. Disclosing Confidential Information

- 12.1. The Correspondent Bank agrees that the Bank may disclose Confidential Information to the Bank's shareholders and other bank entities in the Bank Group.
- 12.2. The Correspondent Bank agrees that the Bank may disclose Confidential Information to other banks and third parties with which it cooperates (e.g. to parties for which the Bank makes collections, etc.) on condition that such banks and third parties are able to protect such information against misuse.
- 12.3. The Correspondent Bank agrees that the Bank may provide information comprising Confidential Information and documents evidencing non-performance of obligations to the Bank to a third party that has been authorized by the Bank in writing to enforce such obligations, if the Correspondent Bank has failed to perform its obligations to the Bank duly and timely.
- 12.4. The Correspondent Bank agrees that the Bank may disclose Confidential Information to third parties which have been authorized by the Bank to perform the Bank's obligations under a law or a contract as well as to third parties that have been authorized by the Bank in writing to represent the Bank in judicial or extrajudicial proceedings.
- 12.5. The Correspondent Bank agrees that the Bank may disclose Confidential Information to a third party with whom the Bank negotiates about assigning the Bank's Receivables from a Correspondent Bank or about assuming the Bank's obligation to the Correspondent Bank.

- 12.6. The Correspondent Bank agrees that, for the purpose of administration of the Bank's files under a special regulation, the Bank may hand over to a third party all documents regarding the Correspondent Bank's Bank Transactions including Agreements, Agreement-related documents and records of communication between the Bank and the Correspondent Bank.

13. Maintaing Confidential Character of Information by a Correspondent Bank

The Correspondent Bank is responsible for maintaining the confidential character of information which it has learnt in connection with the contractual relation between the Correspondent Bank and the Bank. The Correspondent Bank shall not disclose such information to any third party without the prior written consent of the Bank.

14. Communication

- 14.1. The Correspondent Bank agrees that the Bank may record any communication between the Bank and the Correspondent Bank by any available technical means and archive all such recordings and copies of all information and documents that the Bank has received or will receive from the Correspondent Bank or third parties. The Correspondent Bank agrees that the Bank may record communication with the Correspondent Bank even without prior notice of such recording. The Correspondent Bank agrees that the Bank may use such recordings and copies as evidence in a dispute which may arise.
- 14.2. The Bank may require the Correspondent Bank to confirm certain non-written notices by delivering their written original to the Bank within three business days. If the Correspondent Bank fails to send such confirmation within the said time, then the Bank need not accept such notice, and if the Bank has accepted the notice, it shall not be liable for damage caused by the Bank's actions based on such unconfirmed notice. The Correspondent Bank shall indemnify the Bank for any damage or cost incurred by the Bank due to notification.
- 14.3. The Bank may at its discretion demand that copies of an original document submitted by a Correspondent Bank are officially certified. If a Correspondent Bank submits to the Bank documents which have been issued or certified abroad in a usual manner, the Bank may demand that the documents are officially certified and superlegalized or fitted with an "Apostille" clause under the Hague convention on abolishing the need to superlegalize foreign public documents dated 5 October 1961.
- 14.4. If a Correspondent Bank submits to the Bank any document in a language other than Slovak language, the Bank may demand also the Slovak translation of such document with an expert clause. In such case the Bank will use only the Slovak translation and will not have to check whether the translation corresponds to the original language version.

15. Notification and Delivery

- 15.1. Documents from the Bank are delivered:
- a) by electronic communication media (SWIFT, fax, e-mail or other electronic medium),
 - b) by post,
 - c) by personal delivery.
- 15.2. In personal delivery of documents (which comprises courier delivery or personal collection of a document in the Bank), a document is deemed delivered upon receipt, and a document refused by the addressee is also deemed delivered.
- 15.3. In delivery by post, the mail is deemed delivered in Slovakia three days after posting it, and abroad seven days after posting, even if the addressee does not learn about it or if the mail is not delivered and is returned to the Bank. Unless otherwise agreed, the Bank, in its own discretion, will send documents by post as an ordinary unregistered letter.
- 15.4. In delivery by fax or SWIFT, documents are deemed delivered at the moment the message of sending the document is printed, and documents delivered by e-mail are deemed delivered upon receipt of the message of their delivery.
- 15.5. A Correspondent Bank shall advise the Bank of the address, number of telephone, fax and other technical means to which the Bank shall send or notify all notices and documents, and shall immediately advise the Bank of any change to such data. If the Correspondent Bank fails to notify the Bank of such data, a notice shall be deemed delivered if sent to the last known number of a telecommunication equipment that has been duly notified.
- 15.6. The Bank may at its own discretion sent insured or uninsured valuable post, registered letters of negligible stated value at the risk of a Correspondent Bank in a manner normally used in banking practice.

- 15.7. Non-delivery of awaited documents of any kind, but particularly documents confirming the execution of Payment Orders and receipt of money, must be reported to the Bank without undue delay after the deadline for the delivery of such document. The shall not be liable for damage which may be incurred by document non-delivery.

16. Elimination of Communication Errors

- 16.1. If the Bank finds an error in any confirmation, Loro Account statement or other document that has been sent by the Bank to a Correspondent Bank, the Bank shall notify the Correspondent Bank of such error without undue delay.
- 16.2. A Correspondent Bank must check confirmations, Loro Account statements, notices and other documents received from the Bank. The Correspondent Bank shall also verify whether all Instructions given by the Correspondent Bank or on its behalf have been duly executed by the Bank. If the Correspondent Bank finds an error, it shall notify the Bank without undue delay. The Bank shall eliminate found errors without unreasonable delay, unless it is impossible due to other circumstances.
- 16.3. Information contained in any confirmation, Loro Account statement or other document sent by the Bank to a Correspondent Bank shall be deemed received, confirmed and approved by the Correspondent Bank, unless the Correspondent Bank notifies the Bank of its disagreement, in writing, within 14 days of the document's delivery to the Correspondent Bank.

17. Instructions

The Bank shall receive Instructions from a Correspondent Bank, Authorized Person or other person which, under a generally binding legal regulation, may give such Instruction, unless the Bank doubts their identity.

17.1. Carrying out an Instruction

- 17.1.1. A Correspondent Bank shall ensure that an Instruction that is being submitted to the Bank:
- is definite, understandable, correct and accurate,
 - is delivered to the Bank within the time set by Publication and confirmed by an Authentication Key or in other manner agreed between the Bank and the Correspondent Bank,
 - has been signed in accordance with a Signature Specimen deposited with the Bank,
 - is consistent with the provisions of the applicable generally binding legal regulations or the Bank's internal regulations,
 - is consistent with the principles of fair banking practice or good manners.
- 17.1.2. The Bank need not verify the accuracy, correctness or completeness of data stated by a Correspondent Bank in an Instruction.
- 17.1.3. The Bank shall carry out Instructions within reasonable time, depending on their nature and complexity, in accordance with normal business practice and generally binding legal regulations. The Bank may determine special conditions for delivering and carrying out Instructions before the end of a calendar year. The Bank shall announce these special conditions by Publication.
- 17.1.4. The Bank shall not be responsible for the consequences of the execution of an instruction. The Correspondent Bank shall indemnify the Bank for any damage or loss incurred by the Bank due to the execution of an Instruction or otherwise incurred by the Bank in connection with such Instruction.

17.2. Refusal to Carry Out an Instruction

- 17.2.1. Without prejudice to any other provision herein, the Bank may, solely at its own discretion, refuse to carry out any Instruction which the Bank believes to be inconsistent with the conditions set out in the provisions of paragraph 17.1.1. herein.
- 17.2.2. If due to obscure legal relations or for other reasons, the Bank doubts whether the person giving an Instruction is authorized to do so, the Bank may reject the execution of such Instruction until the authority give the Instruction is proved satisfactorily.
- 17.2.3. The Bank shall not be liable for damage incurred by reason of
- refusal to carry out an instruction, if the refusal complies with the provisions of paragraphs 17.2.1. and 17.2.2. herein,
 - the execution of an Instruction which did not meet the conditions set out in paragraph 17.1.1. herein.
- 17.2.4. A Correspondent Bank shall indemnify the Bank for any damage, claim raised or costs, including the cost of legal services, which the Bank may incur due to an incorrect Instruction.

- 17.2.5. A Correspondent Bank may change or cancel an Instruction before the beneficiary of the Instruction is notified or before the Instruction is cleared, whichever comes earlier. The Correspondent Bank shall reimburse the Bank for any costs incurred by the Bank by reason of or in connection with a change in or cancellation of an Instruction.

17.3. Deadlines for Giving Instructions

- 17.3.1. An Instruction may only be delivered to the Bank on a Business Day during the business hours of the Office concerned. If the Bank accepts any Instruction after its business hours, such Instruction shall be deemed delivered on the next Business Day, unless otherwise agreed.

18. Termination of Contractual Relations

- 18.1. The Bank may terminate an Agreement at any time, in writing, without cause. A notice of termination shall take effect upon delivery to the Correspondent Bank, unless otherwise agreed.
- 18.2. The Bank may terminate an Agreement particularly for the reasons below:
- a) if the Correspondent Bank has substantially breached the provisions of the Agreement, or
 - b) if judicial proceedings are launched towards the Bank with respect to any contractual relation between the Bank and the Correspondent Bank.
- 18.3. As of the termination date of their contractual relation, the Bank and the Correspondent Bank shall take every action necessary to prevent damage.
- 18.4. The BTCCB shall continue to be valid even after the termination of the contractual relation between the Correspondent Bank and the Bank, until their mutual relations are settled in full. The provisions of paragraphs 18.1. or 18.2 shall always supplement the provisions governing the termination of contractual relations set out elsewhere in the BTCCB.

19. Miscellaneous Provisions

- 19.1. If the development on a financial market which has a substantial effect on a Bank Product, for political, economic and other reasons beyond control of the Bank, considerably increases the Bank's expenses on the provision of a Bank Product in comparison with the time when the relevant agreement was concluded or if the Bank is prevented from providing that Bank Product, then the Bank may suspend the performance of its contractual obligation to the Correspondent Bank or need not perform such contractual obligation at all.
- 19.2. The Correspondent Bank acknowledges that all funds used in its Bank Transactions are its property, and the Bank Transaction is made solely in its own account or in the account of its clients under a special law. This declaration is deemed true and repeated every time a Bank Transactions is made, unless the Correspondent Bank declares otherwise in writing. If the Correspondent Bank makes a Bank Transaction with someone else's money, the Correspondent Bank undertakes to deliver to the Bank a declaration and consent to use the funds from the owner of the funds used in the transaction.
- 19.3. The Bank shall provide Bank Products to a Correspondent Bank separately or in agreed combinations in accordance with generally binding legal regulations.
- 19.4. A Correspondent Bank is not entitled to receive further Bank Products, even if it has already been provided any Bank Products.
- 19.5. Accounting and other records maintained by the Bank in connection with the contractual relation between the Bank and a Correspondent Bank shall always be a decisive document with respect to all issues, in the event of any discrepancies between the Bank and the Correspondent Bank.
- 19.6. Upon conclusion and throughout the duration of the contractual relation, the Correspondent Bank shall notify the Bank in writing of the circumstances on the basis of which the persons authorized to act on behalf of the Correspondent Bank would be considered persons related to the Bank as defined in the Banks Act.
- 19.7. The Bank and the Correspondent Bank have agreed that all legal relations relating to filing and handling complaints of the Correspondent Bank with respect of the accuracy and quality of the services provided by the Bank, which are not expressly set out herein, shall be governed by the Complaint Rules.
- 19.8. The Bank and the Correspondent Bank have also agreed that the Bank may change the Complaint Rules and if this happens the Bank shall notify the Correspondent Bank by Publication. A change to the Complaint Rules shall be effective from its Publication date.
- 19.9. If any agreement or Agreement between a Correspondent Bank and the Bank is made in Slovak language and also in other language, then the Slovak-language version of the document shall prevail,

unless otherwise stated in the Agreement. The Slovak version of the BTCCB shall always override the other version.

- 19.10. All legal relations shall be governed by the law of the Slovak Republic, unless otherwise agreed between the Bank and the Correspondent Bank.
- 19.11. Unless the Bank and the Correspondent Bank have agreed on an arbitration clause in accordance with a special law, all disputes shall be decided by the competent general court in the city of the Bank's registered office. Where the Bank is the plaintiff, it may, at its own discretion, file an application for starting proceedings at any court in the Slovak Republic or abroad, if such court is the venue for the disputes of the Correspondent Bank.
- 19.12. If any provision herein or in an Agreement between a Correspondent Bank and the Bank becomes invalid or unenforceable, this shall not affect the validity and enforceability of the other provisions herein or in the Agreement. In such case the contracting parties have agreed to substitute the invalid or unenforceable provisions with valid and enforceable ones which shall have the legal meaning and effect as similar as possible to the legal meaning and effects of the replaced provisions.
- 19.13. Unless the Bank and the Correspondent Bank have agreed otherwise, all Agreements made between them in writing may only be amended and supplemented in writing, and such amendment must be signed by both parties to the Agreement.
- 19.14. All Agreements between the Bank and a Correspondent Bank shall be drawn up in such number of copies that each party to the Agreement receives one copy, unless otherwise agreed.
- 19.15. The Correspondent Bank expressly agrees that the Bank may at any time assign to a third party any of the Bank's Receivables, now existing or thereafter arising, conditional or unconditional, irrespective of the legal relation from which the Receivable arises, and irrespective of the fact whether the Bank has made any demand towards the Correspondent Bank regarding such Receivable, or the Bank may assign any of its obligations to a third party. The Correspondent Bank may assign to a third party the Correspondent Bank's receivables from the Bank or may transfer the Correspondent Bank's obligations to the Bank only with the prior written consent of the Bank.
- 19.16. The Bank may at any time amend or supplement these BTCCB to reflect the developments in the legal and business environment and the Bank's business policy. The Bank shall Publish the current text of the BTCCB. A Correspondent Bank may express its disagreement to a change in the BTCCB by a written notice delivered to the Bank within 15 days of the Publication date of the BTCCB. In the absence of such disagreement notice, changes and amendments shall be effective from the date stated in them, if the Correspondent Bank (i), after the Publication of the BTCCB, takes any action regarding the Bank, or (ii) continues to receive banking services from the Bank so that it is obvious from the situation that the Correspondent Bank wishes to carry on with the contractual relation with the Bank, or (iii) confirms by its actions that it knows the text of the changed or amended BTCCB. If the Correspondent Bank expresses its disagreement to a change in the BTCCB and no agreement is reached, then the Bank may terminate its contractual relation with the Correspondent Bank with immediate effect and declare all its receivables from the Correspondent Bank immediately due.
- 19.17. These BTCCB shall be effective from 1 August 2002. All contractual relations between the Correspondent Bank and the Bank shall be governed by these BTCCB from the effective date of these BTCCB, unless otherwise stated herein. Contracting parties which were regulated by the original business terms and conditions for correspondent banks shall be governed solely by these BTCCB from their effective date. The Correspondent Bank agrees that these BTCCB may fully supersede the original business terms and conditions for Correspondent Banks and similar documents of the Bank, and these contractual relations shall be governed solely by these BTCCB, unless the BTCCB state otherwise.
- 19.18. The Bank shall advise the Correspondent Bank, upon request, of the amount of fees charged for the Bank's services which are not set out in the Tariff of Fees.