

**GENERAL BUSINESS CONDITIONS**

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## **A. GENERAL PART**

### **1. BASIC PROVISIONS**

- 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, with company registration number: 00151653, with effect 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 in effect from 15 January 2009, Amendment 10 in effect from 1 February 2010, and Amendment 11 in effect from 1 November 2010.
- 1.2. The present General Business Conditions (GBCs) shall regulate all relations arisen between the Bank and the Client from Agreements concluded in relation to the Bank Products as well as relations arisen in connection with action aimed at Agreement conclusion.
- 1.3. The GBCs shall be part of any Agreement concluded between the Bank and the Client in connection with the respective Bank Product, regardless of whether the respective Bank Product is regulated in the GBCs.
- 1.4. In the extent in which the provisions of the written Agreement concluded between the Bank and the Client in connection with the respective Bank Product shall differ from the GBCs provisions, provisions of such written agreement shall be final.
- 1.5. If the provisions of the GBCs related to specific Bank Products contain a regulation differing from the general or final provisions of the GBCs, the provisions of the specific part of these GBCs shall be final.
- 1.6. Legal relations between the Bank and the Client may be governed also by specific business conditions for individual types of Bank Products. If the specific business conditions contain a provision governing differently to that of the GBC, this rule takes precedence over the GBC. Should in connection with a certain Bank Product certain legal relations between the Bank and the Client be governed differently in several specific business conditions issued by the Bank, the governing provision decisive for these legal regulations is always that contained in those specific business conditions in which it is explicitly defined that their provisions have, in the case of a different regulation of the legal relations between the Bank and the Client, decisive agency above other precisely designated specific business conditions.

## **2 DEFINITIONS**

The terms written with the first letter capitalised, and used in the GBC, specific business conditions, Contracts or documentation relating to Contracts shall have the meaning defined in the GBC or in the specific business conditions, unless stated otherwise in the Contracts.

The Bank                      the Company Slovenská sporiteľňa, a.s. (Slovak Savings Bank, joint-stock company), residing at Tomášikova 48, 832 37 Bratislava, Company identification number 00 151 653, incorporated in the Companies Register of the District Office Bratislava I, dep. Sa, inlet No. 601/B, bank license holder on the basis of the Decisions of the National Bank of Slovakia.

Banking Day                  Any day when Bank Business is performed and settled by Bank. A Banking Day is not a day which, for especially serious operating reasons, planned is declared by

	the Bank a non-banking day. The Bank shall declare such a decision by Publication not later than 5 days before the day which is to be declared a non-banking day. If for unforeseeable circumstances there occurs a situation where the Bank will not be able to settle Bank Business on a certain day, it shall be entitled to declare this day as non-banking, even without compliance with the 5-day term.
Bank Business	establishment, change or termination of legal obligations between the Bank and the Client and any operations including Deposit Handling.
Bank Products	products and services of the Bank provided to the Client by the Bank at Bank Business on contractual basis. Conditions of providing is Bank entitled to declare by Publication.
Maturity Date	for deposits with a Lock-Up Period set in days, it is the last day of the period which starts on the day immediately following the event decisive for its beginning; for deposits with a Lock-Up Period set in weeks, months and years it is the day whose name or number is identical with the day on which the funds were credited to the Deposit Account. If such a day does is absent in the month, the Maturity Date shall be the last day that month.
Deposit Renewal Date	a day immediately following after the last day of the Lock-Up Period, if a renewal of the Lock-Up Period has been agreed upon.
Interests Maturity Date	last day of the credit period.
Credit Due Date	day identified by the credit agreement as the Credit Due Date.
Lock-up Period	a period of time starting on the day on which the funds at least in the amount of the Minimum Deposit are credited to a Deposit Account or on a deposit renewal day and ending on the day immediately preceding the Maturity Date.
Confidential Information	All information related to the Bank's Clients which the Bank acquired about them during or in connection with the performance of bank activities, including information subject to banking secret in line with the Bank Act, subject to business secret in line with the Commercial Code or subject to legal protection in line with the Act on Protection of Personal Data, as well as any further information on the legal status or economic and financial situation and activity of the Client.
Electronic Service	a special service provided by the Bank to the Client in an Account or other Bank Product or for the purpose of giving Instructions by the Client to the Bank, enabling to the Client a distance communication with the Bank by means of special technical equipment.
Client	physical person or legal entity, having an obligation relationship with the Bank, or to whom the Bank provides or shall provide Bank Products.
Minimum Deposit	minimum amount of finance which the Client shall be obliged to deposit on the Account, Deposit Account or deposit book.
Minimum Balance	minimum amount of finance left on the Account Deposit, Account or deposit book, under which the deposit amount cannot fall.
Deposit Handling	drawing or termination of the deposit; an increase of the deposit shall not be considered as Deposit Handling.
Business Day	any day on which interbank business is settled. A Business Day is not a non-business day in the Slovak Republic. A Business Day is not a day which, for especially serious operating reasons, is declared non-business day by the Bank. The Bank shall declare this decision planned by Publication not later than 5 days before the day which is to be declared a non-business day. If for unforeseeable circumstances there occurs a situation where the Bank will not be able to settle Bank Business on a certain day, it shall be entitled to declare this day as non-business, even without compliance with the 5-day term.
Place of Business	branch unit of the Bank (city branch, branch, commercial centre).
Authorised Person	a natural or a legal person authorized by the Client in a Specimen Signature or in a special power of attorney, signed by the Client in the presence of a Bank

	employee or with the Client's legalized signature or with the Client's signature verified in other manner acceptable to the Bank, or a natural person acting on behalf of the Client on basis of full authorisation resulting from special regulations.
Client's Personal Data	Personal Data of the Client - physical person in line with the Act on Protection of Personal Data, which the Bank acquired about the Client during or in connection with the performance of bank activities.
Payment Card	means of payment issued by the Bank with the Account, enabling the Cardholder to perform various payment operations allowed by the Bank.
Specimen Signature	a document containing specimen signatures of persons or other identification of persons whom the Client authorizes by such document to handle the funds in the Client's Account or Deposit Account, and in which the Client specifies the manner of handling the funds on his/her Account or Deposit Account by Authorized Persons or by persons that the Client authorizes by such document to take other actions specified in the document.
Receivable	Bank's right for monetary performance towards the Client.
Allowed Overdraft	a banking product provided to the Client by the Bank on a Client Account.
Payment Order	Client's order to the Bank to handle the money on the Account or Deposit Account in the cash or cashless form, as payment or collection payment.
Instruction	Order, Payment Order or any other Client's request delivered to the Bank.
Charges	fees agreed in the Agreement, in special business conditions, GBCs or in the Service Charge List which are charged by the Bank in the amount set in the Service Charge List or in the amount agreed upon by the Bank and the Client, different from the amount set in the Service Charge List.
Transfer with Conversion	a Payment Order for a funds transfer in a currency other than the currency of the Account/account from which this Payment Order is to be executed.
Order	A Payment Order from a Client delivered to the Bank through Electronic Services to make a certain payment transaction in connection with an Account or other Bank Product.
Reclamation Rulebook	Reclamation Rulebook of the Bank, regulating mutual rights and responsibilities arising between the Bank and the Client on basis of and in connection with Client reclaims against the Bank with regard to the quality and correctness of the services provided by the Bank, which shall be set forth by the Bank by means of Publication.
Negotiation Rules	Negotiation Rules of the Court of Arbitration issued by the Bank Association with its registered office at Tallerova 1, 814 99 Bratislava, identification number (IČO): 30 813 182 with the prior consent of the Slovak National Bank in accordance with the Paragraph 12 Section 2 and Paragraph 14 of the law No. 244/2002 Coll. - Arbitration Proceedings Act and in accordance with Paragraph 69, Section 2 of the law No. 510/2002 Coll. - Act on the System of Payments and on Amending and Supplementing Some Laws in effect from July 1, 2003 as published in the Business Gazette.
Court of Arbitration	Permanent court of arbitration of the Slovak Bank Association established as of July 1, 2003 by the Slovak Bank Association with its registered office at Rajska 15/A, Bratislava, identification number: 30 813 182 in accordance with the Paragraph 67, Section 1 of the law No. 510/2002 Coll. - Act on the System of Payments and on Amending and Supplementing Some Laws and in accordance with the Paragraph 12 Section 1 of the law No. 244/2002 Coll. - Arbitration Proceedings Act."
Service Charge List	list of charges and fees of the Bank.
SEPA	a united area for payment services in the euro.
SEPA Collection	a Payment Order to execute a funds transfer in the currency EUR filed by a beneficiary in a SEPA member state that has been authorized on the basis of a Consent to a SEPA Collection.

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, EGB Ceps Holding GmbH, Vienna, Republic of Austria, EGB Ceps Beteiligungen GmbH, Vienna, Republic of Austria,</p> <p>b) persons that control the Bank or persons that are controlled by the Bank,</p> <p>c) persons that are controlled by persons specified in paragraph b).</p> <p>For the purpose of definition of the Bank Group, the term "control" means:</p> <p>a) a direct or indirect interest of 20 % or more in the share capital of a legal entity or in the voting rights in a legal entity, or</p> <p>b) the right to appoint and dismiss the statutory organ, the majority of members of the statutory organ, Supervisory Board or the chief executive officer of a legal entity, or</p> <p>c) the power to influence the control of a legal entity comparable with the influence corresponding to the interest pursuant to paragraph a) in which other natural person is a member or shareholder either based on a contract with the legal entity, Articles of Association of the legal entity or an agreement with the other members or shareholders of the legal entity, or</p> <p>d) power to exercise a direct or indirect influence corresponding to an interest pursuant to paragraph a) in a different manner.</p>
Joint Deposit	deposit of two or more adult Clients having equal rights and duties concerning the deposit.
Consent to a SEPA Collection	consent to make a SEPA Collection given by a Client who is the payer directly to the beneficiary.
Statutes	Statutes of the Court of Arbitration issued by the Bank Association with its registered office at Tallerova 1, 814 99 Bratislava, identification number: 30 813 182 with the prior consent of the Slovak National Bank in accordance with the Paragraph 12 Section 2 and Paragraph 13 of the law No. 244/2002 Coll. - Arbitration Proceedings Act and in accordance with Paragraph 69, Section 2 of the law No. 510/2002 Coll. - Act on the System of Payments and on Amending and Supplementing Some Laws in effect from July 1, 2003 as published in the Business Gazette. The Statutes took effect from July 1, 2003 except for the provisions of Article 2, Paragraph 2, Subparagraph b); Article 3, Paragraph 1, Subparagraph b); Article 4, Paragraph 2; Article 8, Paragraph 3; and Article 12, Paragraph 12, Subparagraph b) of the Statutes which will take effect from January 1, 2004.
Account	Client's current account, foreign currency account or giro account which shall be established by the Bank for the Client on the basis of the Current Account Agreement.
Urgent Transfer	a Payment Order to execute a funds transfer that has been marked by the Client as "urgent", the Bank will execute such order urgently upon receipt if the conditions for making such transfers have been met.
Deposit Account	account on which the Bank shall establish a term deposit for the Client in accordance with the Deposit Account Agreement.
GBCs	General Business Conditions of the Bank.
Security	Securing means by which the Bank's Receivables shall be secured, mainly any agreement, any legal document or any document with impact of security creating by the law in force or enforceability Bank's Receivables
Agreement	any contract or agreement concluded between the Bank and the Client in connection with performance of Bank Businesses.

Current Account Agreement	legal act by which the Bank shall undertake to establish an Account for the Client, as from a certain date, in a certain currency.
Deposit Agreement	legal act by which the Client shall deposit funds and the Bank shall accept these funds of the Client and shall issue a deposit book, while this agreement may be concluded between the Client and the Bank in a written or oral form. Deposit Agreement shall be governed by provisions of the Civil Code.
Deposit Account Agreement	legal act by which the Bank shall undertake to establish a deposit account for the Client in a certain currency and pay interests from the funds on the deposit account, and the Client shall undertake to deposit funds to the deposit account and let them be used by the Bank.
Publication	making a document or information available in Places of Business open to the public or through Electronic Services or on the Bank's website or otherwise, in a manner which the Bank deems appropriate, whereby the document or information takes effect, unless otherwise stated.

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

#### **3.1. Acting by Client**

- 3.1.1. Legal entity incorporated in the Companies Register shall act via its statutory body or a representative, namely in the way stipulated by the extract from the Companies Register. Legal entity not incorporated in the Companies Register shall act via its statutory body, i. e. persons who shall be authorized thereto by the foundation deed of the legal entity or by other corresponding deeds in accordance with relevant legal regulations.
- 3.1.2. Should the structure of the legal entity's statutory body change, such change shall be effective towards the Bank as from the moment of presentation of an original or officially legalized copy of a valid decision of a body which is, under memorandum of association, foundation deed, establishment deed, establishment agreement, foundation deed or articles of association of the legal entity, entitled to effectuate such change. This provision shall have no effect either to the Client's duty to put a record in the Companies Register, or in other register stipulated by law, to accordance with virtual legal state or to the Client's duty to present the Bank with a new abstract from this Register without delay after effectuation of the change in the Companies Register or in other register stipulated by law. The Bank shall be entitled to consider the credibility and sufficiency of the presented deeds at its own discretion.
- 3.1.3. An individual may act independently in relation to the Bank only provided that he/she has full legal capacity, unless otherwise stated by the present GBCs. Persons older than 18 years have full legal capacity provided that a court has not limited their legal capacity or has not deprived them of their legal capacity, unless otherwise stated by legal regulations.
- 3.1.4. As for persons who do not have legal capacity, their legal representative shall act for them, while he/she shall be obliged to present the Bank with deeds proving his/her authorization for acting.
- 3.1.5. Clients - individuals unable to read or write - shall be obliged to carry out a legal instrument in relation to the Bank via a notarial deed. The notarial deed shall not be required provided that such Client shall be able to become acquainted with the content of the legal act by means of apparatuses or special aids or via other person chosen by him/her and provided that he/she shall be able to sign the deed in his/her own hand.

#### **3.2. Acting via representative**

- 3.2.1 Legal entities and individuals shall be entitled to have themselves represented by a representative on the basis of a power of attorney. The authorization shall have to be granted in a written form and it shall have to be sufficiently clear-cut. The Bank may judge the certainty of the power of attorney in its own discretion. The Client's signature on the

- power of attorney shall have to be legalized in an official or other way, considered satisfactory by the Bank. The Client shall undertake to notify the Bank of any amendment or termination of the validity of the power of attorney without unreasonable delay.
- 3.2.2 Shall the power of attorney be issued outside the territory of the Slovak Republic; signature on the power of attorney shall be legalized by a person entitled to legalize signatures in the country in which the power of attorney has been issued. The Bank shall be entitled to require this power of attorney to be officially legalized and super-legalized or accompanied with the clause "Apostille" pursuant to the Convention de la Hague on Cancellation of Requirement of Foreign Public Documents Legalization of 5<sup>th</sup> October 1961, provided that the Slovak Republic shall become party to this Convention.
- 3.2.3 The Client – natural person declares that any power of attorney that he/she gave to a third person to act in the name of the Client – natural person in the extent and manner specified in the power of attorney shall not expire upon the death of the Client – natural person as the grantor.

### **3.3. Identity proving**

- 3.3.1 In doing each Bank Business the Bank may require the Client to prove his/her identity unless otherwise stated in a special regulation. In doing each Bank Business the Client shall comply with this requirement of the Bank. The Bank may refuse to maintain the Client's anonymity in a Bank Business, unless otherwise stated in a special regulation.
- 3.3.2 A Client - individual shall prove his/her identity to the Bank by a valid identity document or by his/her signature provided that he/she is personally known and that his/her signature shall be, without any doubts, identical with the signature in the Specimen Signature stored in the Bank, upon whose signing the Client proved his/her identity by his/her identity document. In case of Bank Business performance via technical equipment, identity shall be proved by a special identification number or similar code which shall be assigned to the Client by the Bank and by authentication data agreed between the Bank and the Client. In case of a juvenile Client who has no identity document, the Bank shall check identity of his/her legal representative and such representative shall present a document from which an authorization for representing shall be obvious, as well as birth certificate of the juvenile Client.
- 3.3.3 Identity document shall mean: identity card, passport, foreigner's residence permit if contains photography and identity document of citizens of European Committees member states by Bank's discretion. The Bank shall be entitled to require from the Client, in cases determined by the Bank, a supplementary identity document. The Client shall agree to enable the Bank to make a photocopy of the identity document presented by him/her and to keep this photocopy as part information on the Client.
- 3.3.4 The Bank shall be entitled to consider, by the way which is for the Bank sufficient in accordance with the legal request to act prudently, sufficiency and credibility of the deeds presented by the Client for the purpose of proving his/her identity as well as of facts stated by him/her.
- 3.3.5 Shall a representative act for the Client, either on the basis on law or of a power of attorney, the Bank shall check the representative's identity and the representative shall present the Bank with a document from which the authorization for representation shall be obvious. Individual acting on behalf of a legal entity shall prove his/her identity in the same way as a Client - individual.
- 3.3.6 The Bank shall be entitled to identify the Client and require proving of identity of Clients or persons acting on behalf of Clients. The Bank may keep records of the data acquired in this way within the extent set by generally binding legal regulations.

## **B. SPECIAL PART**

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

#### **4.1. Account**

- 4.1.1. The Bank will open an Account for a Client as the owner of the Account on the basis of a written Current Account Agreement by which the Bank will assign the Client the Account number and a unique identifier. The Bank and a Client make a Current Account Agreement for an indefinite period, unless otherwise agreed.
- 4.1.2. In the Current Account Agreement the Bank and the Client agree the currency in which the Account will be established. The Bank opens Accounts in currencies set by Publication. An Account in a currency other than the currency set by the Bank by Publication may be opened by the Bank in its own discretion after judging the circumstances of the separate case.
- 4.1.3. Unless agreed otherwise in the Current Account Agreement, the Bank shall establish the Account for the Client within an appropriate time in accordance with commercial practice. Deposit Handling in the Account is conditional upon the depositing of the Minimum Deposit, which the Bank shall set by Publication.
- 4.1.4. The Account of an individual who is not a sole-trader is not intended for business purposes. For tax purposes it is understood that the Account is not intended for the conducting business.
- 4.1.5. The title of the Account of an individual as a rule consists of the surname, name and title. The title of an Account of a individual who is a sole trader as a rule consists of the business name in accordance with his/her trading license or an extract from the business register, or where applicable other register in which the individual as a sole trader is entered or the surname, name and title in accordance with a different certificate as a business authorization, evidencing the authorization to conduct a business activity. The title of the Account of an legal entity consists as a rule of the business name according to an extract from the business register or other legally stipulated document evidencing the establishment or existence of the legal entity.
- 4.1.6. The Bank may change an Account number due to changes in the Bank's technical or information system or changes in the Bank's business policy or changes in legal regulations; in doing so the Bank will notify the Client of the change of his Account number in usual advance, but no shorter than two months before the effective date of the change.
- 4.1.7. The Client is entitled to authorize a third person to handle monetary funds in his/her/its Account in the Specimen Signature. The Specimen remains with the Bank and serves exclusively for the purposes of the Bank. Signatures in the Specimen Signature must be verified by the Bank or Client, who has authorized a third person to handle monetary funds in his/her/its Account in the Specimen Signature. To compare a specimen signature, the Bank may use the Specimen Signature which is saved in the Bank's information system in the electronic form on the basis of scanning the specimen signature from the Specimen Signature. The Client agrees to scanning the specimen signatures and using this method of identity verification. The Client in the Specimen Signature states the scope of the mandate to Authorized Persons. The Bank may request further information from the Client and Authorized Persons and verify this information. The Client is authorized to change, cancel or limit the scope of the mandate or the number of Authorized Persons. The Client may authorize third parties to handle the funds in his/her Account also by a special power of attorney submitted to the Bank, signed by the Client in the presence of a Bank employee or with the Client's legalized signature or signed in other manner acceptable to the Bank.
- 4.1.8. The effect of a mandate, its change, cancellation, or limitation commences on the second Business Day following of the delivery of the Specimen Signature or other written document to the Bank. The Bank is entitled to agree that a mandate become effective from the moment of the delivery of the above-mentioned documents to the Bank.
- 4.1.9. The Specimen Signature is valid up until its revocation, despite the fact that there may have occurred a change to the facts that are the basis for issuing the Specimen Signature.

- 4.1.10. Irrespective of the scope of a mandate stated in the Specimen Signature, an Authorized Person is not authorized in respect of the acts stated below on behalf of the Client, unless the Client delivers to the Bank a specific instruction through which the Authorized Person is authorized in respect acts:
- a) the change to, supplementing or termination of the Current Account Agreement,
  - b) the change to, supplementing or termination of the Specimen Signature,
  - c) for any legal act that the Bank sets by Publication as relating exclusively to the Client.
- 4.1.11. The Client may request from the Bank a limitation on handling funds in the Account in the form of a restriction of transferability, the conditions of which the Bank with the Client shall agree in writing.
- 4.1.12. If the Bank learns in a credible manner of the death of the Client, the Bank shall continue to accrue interest in the Account and to levy Charges. The Bank shall permit handling the funds in the Account or Accounts in accordance with instructions from a court or other body which carries out inheritance proceedings, unless otherwise agreed.
- 4.1.13. The Client does not have any legal claim for establishing an Account, even in the case where the Bank already has other contractual relations concluded with the Client.
- 4.1.14. The Client is obliged to ensure that there are in the Account funds minimally in the amount sufficing for the settlement of its liabilities payable in respect of the Bank resulting from these GBCs, the Payment Orders of the Client or Authorized persons and the Current Account Agreement (including interest and Charges), as well as from other Agreements concluded between the Bank and the Client in connection with other Bank Products provided by the Bank to the Client, unless agreed otherwise in the case of these Bank Products.
- 4.1.15. The Bank is entitled to determine the amount of the Minimum Balance and to change it in on-going basis, due to reasons set in the point 19.17. of these GBCs ; the Bank shall make such changes by Publication. The Client is obliged to adhere to the Minimum Balance while the Current Account Agreement is in effect. The Bank may refuse to execute a Instruction if, after the execution, the Account balance fell below the Minimum Balance.
- 4.1.16. If as at due date of charges and other costs arising from administration of the Account, sufficient amount is not available for settlement of such amounts, the Client and the Bank agree that the Bank is authorized to claim payable Charges to Client's account even if no receivable arises from his/hers Account. Debit balance arising thereof is subject to item 7 GBCs. The Client is subject to debit balance settlement less any ungrounded delay, with subsequent settlement of overdraft interests in amount set by the Bank by Publication, to cover the period of debit balance origination until its settlement.
- 4.1.17. Upon Client's request the Bank is authorized to permit debit balance of Account. Having met such request, the Bank shall notify the Client of such decision. Such notification shall contain basic data of allowed debit balance. Client agrees with conditions stated thereof through drawing of financial funds from the Account even if no receivable arises from his Account. Equally the Bank is authorized to charge interests on drawn financial funds, whereby the interest rate amount will be set by the Bank by Publication.
- 4.1.18. If the Client overdraws the funds in the Account so that a debit balance is created in the Account, the rights and duties of the parties to the agreement shall be subject to point 7 GBCs. The Client shall settle the debit balance without undue delay and shall pay to the Bank interest for overdraft the rate of which is set by the Bank by Publication, and this from the moment the debit balance was created to the moment it was settled.
- 4.1.19. There shall occur the termination of the contractual relation and the cancellation of the Account in the following cases:
- a) following the elapsing of the period for which the Account was established
  - b) on the basis of an agreement on the termination of the Account between the Bank and the Client,
  - c) following notice of termination on a Current Account Agreement,
  - d) in other ways governed GBCs, the Current Account Agreement or respective legal regulations.
- 4.1.20. The Bank may at any time terminate a Current Account Agreement in writing without giving a reason. A notice of termination will take effect:

- a) two months after the notice delivery to the Client, if the Client is a consumer as set out in the Payment Services Act;
  - b) three calendar days after the notice delivery to the Client, if the Client is not a consumer as set out in the Payment Services Act; for this purpose the provisions of section 33(3) of the said law will not apply;
- however, if the Bank terminates a Current Account Agreement due to the Client's fraudulent actions, the notice of termination will take effect on the delivery date of the notice of termination of the Current Account Agreement to the Client.
- 4.1.21. canceled
- 4.1.22. The Client is entitled to terminate in writing the Current Account Agreement, where he/she/it is obliged to state in the termination the way in which the Bank is to handle the funds in the Account. The termination acquires effect through the expiry on the third day from the day of its delivery to the Bank, with the exception where in respect of the Account any other Bank Products, which by their character expect the existence of the Account, have been provided in which case the Current Account Agreement lapses through the lapsing of the last of all commercial relations connected with the account or by the lapse of the period stipulated by the Bank according to business practice from the termination of the last of all commercial relationships related to the Account. If an electronic payment card has been issued for an Account, the Current Account Agreement will be terminated no sooner than 8 calendar days after the termination of the agreement on the basis of which the Bank has issued the payment card for the Account to the Client. If an embossed payment card has been issued for an Account, the Current Account Agreement will be terminated no sooner than 30 calendar days after the termination of the agreement on the basis of which the Bank has issued the payment card for the Account to the Client.
- 4.1.23. The funds that have remained in an Account after paying and settling all liabilities of the Client to the Bank, shall be handled by the Bank in accordance with the Client's written instructions. If the Client does not specify the manner of handling the funds in the Account by the end of the notice period, the Bank shall register the balance of the funds in the local currency and shall not credit interest to it. If there is a debit balance in the Account as of the Account cancellation date, the Bank shall register the Receivable from the Client in the local currency after the Account cancellation.
- 4.1.24. The Bank shall inform the Client of the termination of the Account and the date as at which the Bank cancelled the Account and of the handling of the balance of funds in the Account.
- 4.1.25. If the Bank is in delay with fulfilment on the basis of the Current Account Contract, it shall be obliged to pay interest on arrears, the level of which shall be set by the Bank by way of the Publication.
- 4.1.26. The Bank may provide an Allowed Overdraft on the Account. The Bank shall notify the Client of providing an Allowed Overdraft and of the maximum amount of the Allowed Overdraft which may be used by the Client. The Bank shall also notify the Client of the Bank's special business conditions which shall govern the provided Allowed Overdraft. The Bank shall allow the Client to use the Allowed Overdraft by executing the Client's Payment Orders to transfer funds or to make cash withdrawals from the Account even if the Client has no receivable from the Bank from the Account which has arisen by crediting payments to the Account or by cash deposits to the Account. Unless the special business conditions issued by the Bank for Allowed Overdraft state otherwise, all legal relations which will arise in connection with an Allowed Overdraft shall be governed by conditions set by Publication subject to which the Allowed Overdraft is provided, by the Service Charge List, provisions of special business conditions issued by the Bank for Allowed Overdraft, GBCs, Commercial Code under section 262 of the Commercial Code, and other legal regulations in this order. The first, even partial use of an Allowed Overdraft, shall be considered as the Client's declaration that he has read, accepts and undertakes to comply with the said conditions and provisions.

#### **4.1.I. Joint Deposit in an Account**

- 4.1.I.1. The Bank may open an Account for two or more Clients, each of whom has equal rights and duties. All Clients are authorized and bound jointly and severally from legal acts concerning the joint deposit.
- 4.1.I.2. Clients are authorized to independently perform acts concerning the joint deposit, with the exception
  - a) of the granting, change and revocation of a mandate of Authorized Persons,
  - b) of any other act, where the Bank by Publication determines that this act may be performed only jointly by the Clients.
- 4.1.I.3. The title of the Account, on which a Joint deposit is established, as a rule consists of the surname, name and title of both Clients.
- 4.1.I.4. The Bank shall not examine mutual claims of Clients for funds in the Account and does not bear any responsibility for these claims or other mutual relationships of the Clients.
- 4.1.I.5. In the case of the death of one of the Clients, the remaining Clients are authorized to handle the funds in the Account in which a Joint Deposit is established.
- 4.1.I.6. The Bank shall deliver correspondence concerning the Account, on which a joint deposit is established, in accordance with point 10 GBCs. In the case of delivery to only one Client, this in effect represents delivery also to the other Clients.
- 4.1.I.7. The provisions of this part of the GBCs apply accordingly for a deposit book and a Deposit Account.
- 4.1.I.8. The Bank shall not establish a joint deposit in respect of juveniles.

#### **4.2 Term deposits in a Deposit Account**

- 4.2.1. The Bank shall establish for the Client a term deposit in the Deposit Account based on a Deposit Account Agreement in an agreed upon currency and for an agreed upon Lock-Up Period which may be renewed by agreement of the Bank and the Client.
- 4.2.2. A Lock-Up Period, interest rates, Minimum Deposit, Minimum Balance and currencies in which the Bank opens a Deposit Account shall be determined by the Bank by Publication; the Bank may change these facts due to reasons set in the point 19.17. of these GBCs.
- 4.2.3. If the Client did not handle a deposit during the Lock-Up Period, the Bank shall accrue interest on the deposit throughout the Lock-Up Period at an interest rate set by the Bank by Publication on the day the deposit in the Deposit Account was made. If Lock-Up Period renewal is agreed in the Deposit Account Agreement, the Bank shall accrue interest on the deposit throughout each following Lock-Up Period at an interest rate set by the Bank by Publication on the Deposit Renewal Date. The Client may request the Bank to limit the handling with the funds on the Deposit Account in the form of a limitation of handling the funds, the conditions of which the Bank shall agree with the Client in writing.
- 4.2.4. If the Client Handled a deposit during a Lock-Up Period, the Bank shall accrue interest on the deposit at an interest rate set by the Bank by Publication on the day the Client Handled the deposit; the point 4.2.3. of these GBCs will be not applied in this case.
- 4.2.5. In Deposit Handling on the Maturity Date, the Client shall comply with the Minimum Balance, also in each following Lock-Up Period if Lock-Up Period renewal has been agreed in the Deposit Account Agreement.
- 4.2.6. During a Lock-Up Period, the Client may notify the Bank of his/her intention to Handle a deposit on the Maturity Date and in doing so he/she shall state the amount to be handled on the Maturity Date. These funds shall be subtracted from the deposit in each following Lock-Up Period, even if the Client did not handle the part of the deposit earmarked for handling. These funds shall be registered by the Bank but shall not bear interest.
- 4.2.7. If funds are credited to the Deposit Account during a Lock-Up Period, i.e. the Deposit Account Agreement is changed in the part relating to the amount of the deposit, the Bank and the Client have agreed that these funds shall become part of the deposit on the next Deposit Renewal Date, and prior to this date the Bank registers the funds and the funds shall not bear interest at a rate.

- 4.2.8. If a Lock-Up Period renewals have been agreed upon in a Deposit Account Agreement, then the Client may change the agreed upon number of renewals or may cancel the number of the Lock-Up Period renewals. The Client also may change the agreed upon manner of handling interest accrued. The Client shall request the Bank to make such changes in writing in the Place of Business which maintains the Deposit Account concerned or by using an Electronic Service which, given its technical character, enables the Client to deliver such request to the Bank not later than one day before the Due Date. The Client's request under this point shall take effect on the Business Day immediately following the day the request is delivered to the Bank, unless the Bank determines otherwise by Publication, on the said day the request shall become part of the Deposit Account Agreement. The Bank may accept a request taking effect and becoming part of the Deposit Account Agreement upon delivery to the Bank.
- 4.2.9. If Lock-Up Period renewals without crediting interest to the principal amount on the Maturity Date have been agreed in the Deposit Account Agreement, the Bank shall pay out the interest in an agreed manner.
- 4.2.10. The Bank shall pay out the deposit on the Maturity Date, which is not the Deposit Renewal Date, in an agreed manner.
- 4.2.11. A Deposit Account Agreement shall be terminated and a Deposit Account shall be cancelled by the Bank:
- a) upon expiry of the period, if the Client does not deposit to the Deposit Account the amount agreed in the Deposit Account Agreement within 3 months of the effective date of the Deposit Account Agreement, or
  - b) on the Deposit Handling day if the Client has handled the deposit in the Deposit Account before the Maturity Date, or
  - c) on the Maturity Date, if the Client in Handling the deposit on the Maturity Date has not kept a Minimum Balance, or
  - d) by agreement between the Bank and the Client to cancel the Deposit Account..
- 4.2.12. After termination of the Deposit Account Agreement, the Bank shall register the deposit balance in the local currency and the deposit balance shall not bear interest. After all liabilities of the Client to the Bank have been paid and settled, the Bank shall handle the funds remaining in the Deposit Account in accordance with written instructions from the Client. If there is a debit balance in the Deposit Account as of its cancellation date, the Bank shall register the Receivable from the Client in the local currency after the cancellation of the Deposit Account.
- 4.2.13. The Bank shall be entitled, due to changes in the Bank's technical or information system or changes in the Bank's business policy or changes in legal regulations, to change the number of the Deposit Account, where it shall notify the Client of the change to the number with the usual time advance that shall not be shorter than 30 days, by way of the Publication.

### **4.3. Deposit book**

- 4.3.1. A Deposit book is a security confirming the reception of a deposit by the Bank, i.e. the establishment and existence of a contractual relation between the Client as a depositor and the Bank.
- 4.3.2. Legal relations between the Bank and the Client in entering into the Deposit Agreement and in the subsequent issuance of the deposit book by the Bank are subject to special business conditions.

### **4.4 Accrual of interest**

- 4.4.1. The balance in an Account, Deposit Account or deposit book accrues interest in the currency in which the Account, Deposit Account or deposit book is administered and in accordance with the interest rates set by the Bank by Publication. The accrual of interest on funds commences on the date set by the Bank by Publication and ends on the date preceding the date of their withdrawal from the Account, Deposit Account or deposit book or transfer from the Account or Deposit

Account. The Bank shall credit interest to the deposit book annually, on the last calendar day of the year. The Bank shall credit interest to the Account monthly, and this as at the last calendar day of the month.

- 4.4.2 The Bank is entitled, due to reasons set in the point 19.17. of these GBCs, to unilaterally change the interest rates and dates of crediting interest; the Bank shall set changes by Publication.
- 4.4.3 An interest-bearing base from which the Bank computes interest in an Account, Deposit Account and a deposit book shall be set by the Bank by Publication.
- 4.4.4 Interest from deposits in the Account, Deposit Account and deposit book is subject to taxation pursuant to valid legal regulations and international treaties by which the Slovak Republic is bound. For taxation needs the Bank divides in equal measure the balance of the deposit in an Account, Deposit Account and deposit book, administered in the form of a joint deposit.
- 4.4.5 (for example) The Client is obliged to show to the Bank documents evidencing facts having an influence on determination of the income tax rate of the Client's Account or deposit book (confirmation by a foreign citizen of their tax domicile). In the case of the non-fulfillment of this obligation, where the Bank deducts and transfers an incorrect amount of tax to the tax administrator and where the tax administrator levies tax arrears and penalties for incorrect deduction, the Bank is entitled to settle its Receivables from the Account, Deposit Account and from the deposit in a deposit book or from any of the Client's Accounts administered by the Bank.

## **5. PAYMENT SERVICES**

### **5.1. General terms**

- 5.1.1. The Bank executes payment transactions on the basis of a Payment Order submitted by the Client to the Bank.
- 5.1.2. A Client transmits a Payment Order to the Bank:
  - a) in the form of a written Payment Order on the Bank's printed forms and documents or with the Bank's consent on other appropriate printed forms,,
  - b) in the form of a data set on technical data carriers, based on a written agreement with the Bank made in advance,
  - c) in the manner agreed in agreements on providing and using some Electronic Services or in agreements on Payment Card issuance and use.
- 5.1.3. A Payment Order shall contain these mandatory data:
  - a) the payer's account number and the Bank's identification code; for a cross-border transfer also the payer's account name; a collection order must state the payer's account number and the payer's bank identification code; the payer's account number is not necessary for a payment transaction to be made on the basis of a cash deposit,
  - b) a unique identifier which is the beneficiary's account number and the identification code of the beneficiary's payment services provider; for a cross-border transfer also the beneficiary's account number,
  - c) the amount of the payment transaction,
  - d) the currency designation; if the currency is not stated in a domestic payment transaction, it means that the payment transaction is in the local currency,
  - e) repealed with effect from 1 February 2010,
  - f) consent to execute the payment transaction which is given in the form of the signature (signatures) and the seal, if the seal has been prescribed by the Client for handling the funds in the Account in accordance with the Specimen Signature, except for payment transactions that are submitted to the Bank via Electronic Services or a Payment Card where the form and procedures of giving consent to the payment transaction

- (authorization) are specified in the specific business terms for providing such Bank Products,
- g) the place and date of drawing up the Payment Order,
  - h) for a cross-border transfer, the identification data of the beneficiary's bank, the minimum scope of these data shall be determined by the Bank by Publication,
  - i) for a cross-border transfer, foreign-exchange statistical symbols which include the payment purpose and further symbols determined by a special regulation or on the basis of a special regulation,
  - j) further data determined by the Bank which are directly associated with the provision of payment services, such further data shall be determined by the Bank by Publication.
- 5.1.4. A Payment Order may also contain further additional information (such as the variable symbol, specific symbol, constant symbol, other supplementary data) which shall be passed by the Bank to the bank of the payment beneficiary; the Bank shall pass text messages to the beneficiary's payment services provider only to the extent permitted by the Bank's technical capabilities. The Bank shall not be liable for failure to execute or for incorrect execution of such payment transaction, if this is caused by such supplementary information.
- 5.1.5. In a standing payment order or a standing direct debit order the Client must agree with the Bank the amount and value dates of the individual payments.
- 5.1.6. The Client is responsible for the completeness, material accuracy and truth of the data stated in a Payment Order, notably the data that could cause incorrect routing of the payment transaction. In domestic payment transactions or cross-border payment transactions in the Euro or other currency of the contractual country of the European Economic Area made in the European Economic Area, the Bank is liable for not making a payment transaction or for incorrect making of a payment transaction for reasons on the part of the Bank. The Bank and a Client that is not a consumer as defined in the Payment Services Act have agreed that the provisions of article 10 of the Payment Services Act will not apply to their contractual relation, and the Bank will take reasonable care to find out and determine the history of such payment transaction on the Bank's side. Payment transactions that have not been authorized by the Client – the payer will be refunded by the Bank without undue delay subject to the conditions and in cases specified by an Agreement or a special regulation.
- 5.1.7. The Bank may accept a Payment Order if it complies with clause 12.2.1. and 5.1.3. of the GBCs. The point in time of receipt of a Payment Order is the time when the Payment Order is delivered to the Bank within the time set by the Bank by Publication. If the time of receipt is not on a Business Day or is on a Business Day after the hour set by the Bank, then the Payment Order is deemed to have been received on the following Business Day. A Payment Order received as described above may only be revoked by agreement between the Bank and the Client. The payer may revoke his consent to execute a payment transaction until the Payment Order becomes irrevocable under applicable legal regulations. The Bank may charge a fee for the revocation of a Payment Order in accordance with its Service Charge List.
- 5.1.8. The Bank may, upon request of a Client, confirm the delivery of a Payment Order by the date, time and signature of the Bank's employee.
- 5.1.9. Foreign-currency payment transactions are executed by the Bank in accordance with the Foreign Currency Act, other generally binding legal regulations applicable to foreign currencies and generally binding legal regulations applicable to payment services. The Client understands and undertakes to perform his duties under the Foreign Currency Act, other generally binding legal regulations applicable to foreign currencies and generally binding legal regulations applicable to payment services.
- 5.1.10. Before making a cross-border transfer, the Bank may require the Client to submit documents demonstrating the purpose of the transfer and the Client must submit these documents.
- 5.1.11. repealed with effect from 1 February 2010.
- 5.1.12. A Client must ensure that the Bank knows the purpose of a transfer abroad or from abroad (outside the territory of the Slovak Republic). If the purpose is not stated in a Payment

- Order, the Bank may ask the Client to notify the Bank of it within the time set by the Bank, and the Client undertakes to notify the Bank of the purpose within the time set by the Bank.
- 5.1.13. If the Bank finds that the payee's Account number is inconsistent with the payee's Account name in a cross-border transfer, then the Bank may make the transfer solely on the basis of the payee's Account number. The Bank shall not be liable for the damage caused to the Client by doing so.
  - 5.1.14. The Bank is not responsible for the times and manner of Payment Order processing by other payment service providers, unless a special regulation states otherwise.
  - 5.1.15. If the Client states in a Payment Order the payer's account number in a structure other than the structure required by a special regulation for the particular type of payment transaction, then the Bank may modify the structure of the payer's account number stated in the Payment Order into the account number structure required by the special regulation. The Bank shall not be liable for damage incurred by not stating the payer's account number or by not stating the payer's account number in the structure required by a special regulation.
  - 5.1.16. Termination or invalidity of an Agreement shall not affect the validity of executed Instructions or any acts carried out by the Bank in connection with such Agreement.
  - 5.1.17. A Client, who is a consumer as defined in the Payment Services Act, may request from the Bank information regarding the provision of payment services to the extent as set out in a special regulation. The Bank will provide such information to the Client at any time throughout the duration of the contractual relation between the Bank and the Client. The information will be provided in writing or on other durable data carrier in accordance with special regulations. The Bank and the Client, who is not a consumer as defined in the Payment Services Act, have agreed not to apply the provisions of article 38 and 43 par. 1 of the said law to their contractual relation.

## **5.2. Forms of payment transactions**

- 5.2.1. The Bank makes non-cash payment transactions on the basis of:
  - a) a payment order (one-off, single, standing, multiple),
  - b) a direct debit order (one-off, single, standing, multiple),
  - c) an Order,
  - d) an Instruction given to the Bank through a Payment Card,
  - e) an Instruction agreed between the Client and the Bank in a special agreement.
- 5.2.2. The Bank makes cash payment transactions on the basis of:
  - a) cash deposited through a cash receipt to an Account or account of the payee,
  - b) withdrawal through a cash withdrawal confirmation or a Payment Card.

## **5.3. Making payment transactions**

- 5.3.1. The Bank is not obliged to receive or execute a Payment Order:
  - a) which does not comply with clause 12.2.1. and 5.1.3. of the GBCs,
  - b) where the data are corrected, crossed over, incomplete, are not entered in a manner normally used in banking practice; the Bank is authorized, but not obliged, to accept or execute a Payment Order where the data are corrected in accordance with a special regulation,
  - c) if the funds in the Account are insufficient for executing the Payment Order; if several Payment Orders are due simultaneously and the funds in the Account are not sufficient for executing them, the Bank will set the order of executing the Payment Orders,
  - d) if the funds in the Account or Deposit Account are frozen in accordance with generally binding legal regulations, except for a Client's Payment Order delivered to the Bank as set out in the provisions of section 95(3) of Act 233/1995 (Distraint Rules).
- 5.3.2. The Bank need not execute a Payment Order if the execution breached other Instruction from the Client, a generally binding legal regulation, decision by a public authority or other legal fact binding on the Bank.
- 5.3.3. The Bank may refuse to receive or execute a Payment Order for a good reason. The Bank shall notify or shall provide access to this fact to the Client who has filed the Payment Order; the Bank shall do so within the times prescribed by law and in the manner agreed in Section 10 of the GBCs having regard to the channel via which the Payment Order has

- been delivered to the Bank. For such notification, the Bank may levy a Charge in accordance with the Service Charge List.
- 5.3.4. The Bank shall debit funds from the Client's Account based on a Payment Order. The Bank shall execute an order to collect funds from an Account based on a prior collection consent from the Client or an Authorized Person issued to the Bank.
- 5.3.5. The Bank may debit funds from a Client's Account without a Payment Order:
- if the Current Account Agreement has been terminated,
  - based on a legally valid and enforceable court ruling which orders the execution of a ruling by collecting a receivable from an account maintained by a payment services provider.;
  - based on a distraint order as set out in special regulations,
  - for paying Charges in accordance with the Service Charge List as set out in Article 16 of the GBCs,
  - for satisfying the Bank's Receivable,
  - as a deduction of tax in accordance with applicable legal regulations,
  - in order to correct an incorrect credit or debit in accordance with a special regulation and subject to the conditions set out in clause 5.4 of the GBCs,
  - for other reasons stated in the GBCs, other business conditions issued by the Bank or in Agreements made with the Client.
- 5.3.6. The Bank and the Client have agreed that, if the Client has failed to pay the Bank's Receivable when due, the Bank may debit the amount of the Receivable to an Account or Deposit Account even without presentation of a Payment Order. The Bank may take action as described in this paragraph even if the funds in the Account or Deposit Account are insufficient, and the debit to the Account or Deposit Account will result in an unauthorized debit balance of that Account or Deposit Account.
- 5.3.7. In debiting funds as set out in subparagraphs 5.3.5 b) or c) of the GBCs from an Account maintained in a currency other than the currency in which a decision or distraint is being executed in accordance with a special regulation, then the conversion will be made at the exchange rate set by the Bank by Publication.
- 5.3.8. The Bank shall not make partial payments, unless it is required to do so by a special legal regulation.
- 5.3.9. The times for presenting Payment Orders and for executing them are set by the Bank by Publication.
- 5.3.10. For payment transactions that are transfers the Client may specify the execution date in the Payment Order (date on which the Payment Order will be executed), unless otherwise stated. For cross-border transfers, the Payment Order execution date set by the Client may only be a Business Day. The Client must set the Payment Order execution date within the period set by the Bank by Publication.
- 5.3.11. When making domestic transfers on the basis of a Payment Order the Bank will debit funds from an Account on the value date stated in the Payment Order. If the value date stated in the Payment Order is the same as the day on which the Payment Order has been delivered to the Bank, then the Bank will debit funds from the Account on the Payment Order value date, if the Client has delivered the Payment Order to the Bank before the cut-off time established by the Bank by Publication. If the value date is not stated in a Payment Order, the Bank will debit the funds from an Account on the Banking Day on which the Payment Order has been delivered to the Bank, on condition that the Client has delivered the Payment Order to the Bank before the cut-off time established by the Bank by Publication. If the value date is not stated in a Payment Order that has been delivered to the Bank after the cut-off time established by the Bank by Publication, the Bank will debit the funds from the Account on the next Banking Day.
- 5.3.12. In cross-border transfers the Bank may execute a Payment Order and debit an Account on the basis of a Payment Order on the value date stated by the Client in the Payment Order. If the value date is missing in a Payment Order or is identical with the day on which the Payment Order has been delivered to the Bank and the Payment Order has been delivered by the Client to the Bank before the cut-off time established by the Bank by Publication, then the Bank will execute such Payment Order on the day it has been delivered to the

Bank. If the Client has delivered such Payment Order to the Bank after the cut-off time established by the Bank by Publication or on a non-Banking Day, such Payment Order will be deemed received on the next Business Day; and the Bank may debit the funds from the Account on this day. The Bank will carry out a material check of Payment Order details set by the Bank by Publication within the time set by the Bank by Publication starting on the day on which the Bank may debit funds from an Account on the basis of the Payment Order. The material check of Payment Order details is verification whether a datum stated by the Client in the Payment Order may exist or not. If a Payment Order contains all data required by a special regulation and agreed with the Bank, and the material check carried out by the Bank has not found any shortcomings, then the Bank will execute the Payment Order within the time set by the Bank by Publication. If the material check carried out by the Bank has found a shortcoming, the Bank may reject such Payment Order from a Client in accordance with paragraph 5.3.3 of the GBCs.

- 5.3.13. If a Client has submitted the Bank several Payment Orders on the same day without value dates or with value dates identical with their delivery date to the Bank, then the Client may determine the order of executing them; otherwise the Bank is authorized to set the order of executing the Payment Orders.
- 5.3.14. The Bank will credit a cash deposit to an Account or will pay out withdrawals in cash, otherwise the Bank will provide or make the funds available to the payee on the Business Day on which the Bank is enabled to handle the funds and within the times set by the Bank by Publication and the Bank will also provide or make available to the Client the data necessary for clearing them. The Bank and the Client have agreed that before crediting funds to an Account the Bank may deduct from the amount of the payment transaction the Charges applicable in accordance with the Service Charge List. If the Bank has done so, in the information provided under paragraph 5.5 of the GBCs the Bank will separately state the full amount of the payment transaction and the amount of Charges charged. The Bank will credit the amount of a payment transaction to the Client's Account with the reference date on which the transaction amount has been credited to the Bank's account. The Bank is authorized to credit the amount of a payment transaction earlier, but if the Bank does so and then it does not receive the transaction amount to its account, the Bank may collect such unauthorized credit from the Client's Account even without submission of the Client's Payment Order in accordance with the provisions of section 3(2)(c) of the Payment Services Act and before doing so the Bank is authorized to act as described in paragraph 5.3.17 of the GBCs.
- 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, or if the Client has given the Bank a standing payment order in favour of such contractual partner, then such collection consent shall be valid and effective even after the account/Account number of that contractual partner has changed. 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.
- 5.3.16. When making a transfer in a currency other than the currency of the Account, the Bank will convert the transfer amount at the exchange rate set by the Bank by Publication.
- 5.3.17. The Client understands that if a Payment Order for a cross-border transfer from abroad has not been completed in full, in accordance with applicable legal regulations and in a manner normally used in banking practice, then the Bank shall only allow the Client to handle such funds after the payer, payer's payment services provider or an intermediary has provided additional data, and in such case the Bank shall not be liable for delay and damage incurred by the Client or a third party.
- 5.3.18. The times relating to the execution of cash payment transactions are set by the Bank by Publication.

- 5.3.19. The Bank may require a prior notice from the Client for cash payment transactions; the Bank shall announce by Publication the threshold amount of a cash transaction that must be reported in advance and the notice period for notifying such cash payment transaction.
- 5.3.20. In foreign-currency cash withdrawals, the Bank may pay out part of the funds in the local currency, if the Bank's Place of Business where the withdrawal is being made does not have the banknotes and coins of the nominal values necessary for paying the funds in the foreign currency.

#### **5.4. Correcting an incorrect execution of payment transaction**

- 5.4.1. The Client undertakes to notify the Bank of an unauthorized or incorrectly executed payment transaction and to request the Bank to correct it without undue delay, no later than within the time as set out in the Reclamation Rulebook.
- 5.4.2. The Bank and the Client have agreed that if the Bank has caused an incorrect execution of a domestic transfer, then the Bank is authorized to make a corrective clearing in order to correct the original clearing which brought unjustified enrichment to the payee. It is understood that a corrective clearing is a correction of an incorrect execution of domestic transfer by a corrective clearing to or from the Client's Account made without undue delay after learning and finding out this fact.
- 5.4.3. The Bank will not make a corrective clearing, if the incorrect clearing or incorrect execution of a Payment Order has been caused by the Client's error.
- 5.4.4. If possible, the Bank will notify a corrective clearing that is being made or has been made by the Bank to the Client from whose Account the funds are being debited or to whose Account the funds are being credited by the corrective clearing. Such notification will be made in writing or by an electronic message.
- 5.4.5. If an incorrect clearing has been made due to an error of a person authorized to make a corrective clearing and such person notifies the Bank of this fact, then for this purpose the Bank may freeze the funds in the Client's Account, Deposit Account or passbook in the amount of the incorrect transfer until that authorized person gives an instruction to make a corrective clearing.

#### **5.4a. Specific provisions regarding payment services**

- 5.4a.1. Where the provisions of Agreements or other documents of the Bank contain the term "payment system" or "payment system and clearing", for the purpose of the Payment Services Act it means "payment services", the term "remitter" means "payer", the term "execution institution" means "payment services provider", the term "money transfer order" means "payment order" and the term "transaction" means "payment transaction".
- 5.4a.2. For the purpose of providing payment services by the Bank to a Client, the term "domestic payment system" or "domestic transfer" or "domestic payment transaction" means a payment transaction made in the local currency where the payer's payment service provider and the payee's payment service provider provide the payment service in the territory of the Slovak Republic and the payment transaction is made in any currency, where the Bank is the payment service provider for both the payer and the payee.  
The term "cross-border payment system" or "cross-border transfer" or "cross-border payment transaction" means any payment transaction except for a domestic payment transaction, i.e. a payment transaction made in the local currency where the payer's or payee's payment service provider provides a payment service outside the territory of the Slovak Republic or a payment transaction is made in a currency other than the local currency where the payer's or payee's payment service provider provide payment services outside the territory of the Slovak Republic or the payer's or payee's payment service provider is not the same person – the Bank.
- 5.4a.3. The Bank and the Client, who is not a consumer as defined in the Payment Services Act, have agreed that the provisions of sections 6, 8(3), 10, 12, 13, 14, 22, 31 to 43, 44(1) and 44(4) of the said law will not apply where the Bank and the Client have agreed otherwise in an Agreement or unless such provision is expressly ruled out.

#### **5.4b. Specific provisions for SEPA payment services**

#### 5.4b.1. SEPA Collection

- a) The Bank makes SEPA Collections based on a Payment Order submitted by the beneficiary to the beneficiary's payment services provider and subject to the conditions and within the times determined by the Bank by Publication.
- b) The Bank allows a Client, who is a payer, to ban SEPA Collections from an Account. The Bank and the Client have agreed that the Bank shall ban SEPA collections from the Client's Account and shall reject such Payment Orders. The Client may request the Bank to lift the ban on SEPA Collections from such Account or to reimpose the ban on the Account. The Bank may require the Client to submit a Consent to a SEPA Collection before accepting such Client's request.
- c) The Client must comply with the conditions agreed with the beneficiary in the Consent to a SEPA Collection and make sure that the Consent to a SEPA Collection is completed in full and correctly.
- d) The Client may apply to the Bank for access to information about a SEPA Collection from the Client's Account to the extent of mandatory data; such application may be filed in a Place of Business or via an Electronic Service whose character enables to file such application.
- e) Any disputable clearing of a SEPA Collection shall be solved directly between the Client and the beneficiary, and the Client accepts that the duties of the Bank as the beneficiary's payment services provider within the SEPA scheme are not the subject of claims between the payer and the beneficiary resulting from their contractual or other agreements.
- f) The Client may request the Bank not to make a certain SEPA Collection even without giving the reason. The Client shall deliver such application to the Bank no later than two Business Days before the SEPA Collection value date. The Client shall also sufficiently identify the requested SEPA Collection to the extent required by the Bank.
- g) The Client may request the Bank to refund the amount debited from the Client's Account on the basis of a SEPA Collection. In the case of an authorized SEPA Collection, the Client may, even without giving the reason, request the Bank to make such refund no later than 8 weeks of the day on which the funds were debited from the Client's Account. In the event of an unauthorized or wrongly executed SEPA Collection, the procedures set forth in the Reclamation Rulebook shall apply.

#### **5.5. Messages about clearings and balances in an Account or a Deposit Account or other Bank Product**

- 5.5.1. The Bank keeps the Client informed of the balance of an Account or a Deposit Account and transactions made in an Account or a Deposit Account by a statement. Upon opening an Account or Deposit Account, the Bank and the Client shall agree the method of statement collection, persons authorized to collect the statements and the frequency of making the statements. The Client may change the statement collection method, statement frequency, the form of stating charges in the statements and the Client's statement delivery address agreed in a Current Account Agreement or in a Deposit Account Agreement, and the Client-determined statement delivery address may only be in the territory of the Slovak Republic. The Client shall apply for such changes in writing in the Place of Business that maintains the Account or Deposit Account concerned or via an Electronic Service whose technical character enables the Client to deliver such application to the Bank. The Client's application under this paragraph shall take effect on the Business Day immediately following the day on which the application has been delivered to the Bank, unless the Bank determines otherwise by Publication, and on the same day the application shall become part of the Current Account Agreement or the Deposit Account Agreement. With the Bank's consent such application may take effect and become part of the Current Account Agreement or the Deposit Account Agreement upon its delivery to the Bank. The statement may also be

delivered in a different way agreed in the Agreement. If the Bank and the Client have agreed in the Agreement that the statements will be delivered to the Client by post, the Bank may change the agreed delivery method to personal collection of the statement in a Place of Business, if the letter with the statement has been returned to the Bank marked as undeliverable or if the statement should be sent to an address outside the territory of the Slovak Republic. For statement delivery in the manner stated in a Current Account Agreement or in a Deposit Account Agreement, the Bank shall levy a Charge in accordance with the Service Charge List.

- 5.5.2. A statement compiled on the basis of the Bank's records regarding a Client is a document confirming the accuracy of the data in the statement.
- 5.5.3. In case of discrepancies between statements in the electronic and paper form, the paper statement is binding on the Client.
- 5.5.4. Statements that are to be delivered by personal collection by the Client will be kept by the Client until the end of the calendar year immediately following the year in which the statements were made; after this time the Bank will shred an uncollected statement and may it issue again upon the Client's request for a Fee in accordance with the Service Charge List.
- 5.5.5. In a cross-border transfer the Bank may advise the Client of crediting funds by sending him an advance notice, if the Bank does not know the purpose of the payment.
- 5.5.6. The accuracy of the balance of an Account or a Deposit Account on the last day of a year will be confirmed by the Client to the Bank within 14 calendar days of the delivery of the statement. The Bank will deem the balance of the Account or Deposit Account approved by the Client for the purpose of stocktaking, unless the Bank receives written objections against the balance from the Client within the said time. This applies without prejudice to the Client's right to request correction of clearing errors within the time determined by the Reclamation Rulebook.
- 5.5.7. The Bank will make available to the Client, free of charge, information regarding executed payment transactions to the extent set out in the provisions of sections 40 and 41 of the Payment Services Act, in the Place of Business which maintains the Account in which these payment transactions were made. This does not apply if the Bank and the Client have agreed in an Agreement which is a framework agreement under the Payment Services Act on a different manner of free proving or making available this information at least once a month. The Bank may charge a Charge in accordance with the Service Charge List for an additional or more frequent provision of information under sections 40 and 41 of the Payment Services Act or for sending such information via communication channels other than those agreed in an Agreement which is a framework agreement under the Payment Services Act.
- 5.5.8. The Bank and the Client who is not a consumer as defined in the Payment Services Act have agreed that the provisions of sections 40 and 41 of the Payment Services Act in their entirety will not apply to their contractual relation established by an Agreement that is considered a framework agreement under the said law.

## **6. OTHER BANK BUSINESS**

### **6.1. Lockable depositories**

- 6.1.1. After an agreement on delivering statements via a lockable depository between the Bank and the Client takes effect, the Bank may deliver to the Client Account statements or Deposit Account statements via a lockable depository in frequency agreed upon by the Bank and the Client. A statement is considered delivered pursuant to the agreement on delivering statements via a lockable depository, once the statement is inserted into the lockable depository.
- 6.1.2. Because of the said manner of using a lockable depository, the Bank may make an agreement on delivering statements through a lockable depository only with such Client who has an Account or a Deposit Account with the Bank.
- 6.1.3. On signing an agreement on delivering statements via a lockable depository, the Client shall

receive from the Bank the keys of the lockable depository and shall confirm this reception by signing the agreement on delivering statements via a lockable depository. The loss of the received keys shall be immediately reported by the Client to the Bank. If the keys are lost, the Bank shall replace the lock of the lockable depository at the cost of the Client.

- 6.1.4. The Client may pick up statements from the lockable depository during the office hours of a Business Day of the Bank's Place of Business where the depository is located.
- 6.1.5. The Client undertakes to use the lockable depository, identified in the agreement on delivering statements through a lockable depository made with the Bank, only for the reception of statements inserted into the depository by the Bank. The Client shall regularly pick up statements from the lockable depository to prevent cramming. If the Bank decides in its own discretion that the lockable depository is crammed, it may stop delivering statements to this lockable depository. In this case the Bank may continue to deliver Account statements or Deposit Account statements to the Client in a different appropriate manner.
- 6.1.6. The Client shall be liable for damage incurred by the Bank by reason of using the lockable depository in breach of point 6.1.5. and by reason of depositing in the lockable depository highly flammable substances, chemicals, explosives, fire arms, lethal substances or substances that could damage health, notably drugs, poisons, precursors, radioactive and nuclear materials, highly hazardous chemicals, this even when the hazardous quality or nature of the stored objects was not known to the Client.
- 6.1.7. The Client may authorize third parties to handle the contents of the lockable depository by lending the keys to the depository to them, where the Bank shall consider everyone who has a key to the depository as such a party. The Client agrees that such a third party is authorized to learn of information regarding the Client, even if this information is subject to bank secrecy, in the extent made available to the Client through the lockable depository. The Client shall be liable for damage caused by these third parties, in the same way as if the damage were caused by the Client
- 6.1.8. The agreement on delivering statements through a lockable depository shall be concluded by the contracting parties for an indefinite period and the contractual relation established thereby shall lapse:
  - a) through the Bank's 15-days' written notice of termination without giving the reason, which commences on the day when the notice was delivered to the Client,
  - b) through the Bank's written notice of termination with immediate effect following its delivery to the Client; if the Client has breached any obligation set out in the agreement on delivering statements through a lockable depository or GBCs,
  - c) through the Client's written notice of termination taking effect in three days from the date of its delivery to the Bank,
  - d) by agreement,
  - e) through the lapsing last of the contractual relation established through the Current Account Agreement or the Deposit Account Agreement identified in the agreement on delivering statements through a lockable depository.
- 6.1.9. The Client shall return to the Bank the keys to the lockable depository within 3 days of lapsing of the agreement on delivering statements through a lockable depository and remove the content of lockable depository. Otherwise the Bank may replace the lock in the depository at the cost of the Client.

## **6.2. Currency exchange services**

- 6.2.1. The Bank provides currency exchange services.
- 6.2.2. Currency exchange services include:
  - a) purchase of a foreign currency,
  - b) sale of a foreign currency.
- 6.2.3. The Bank may provide currency exchange services in currencies set out by the Bank by Publication in accordance with legal regulations in effect and normal banking practice.
- 6.2.4. Currency exchange services are carried out by the Bank in an exchange rate set by the Bank by Publication.
- 6.2.5. The Bank shall give the Client a confirmation on providing a currency exchange service.
- 6.2.6. canceled

- 6.2.7. The Bank need not buy damaged banknotes.
- 6.2.8. Bank may, at its discretion, purchase coins of currencies set by the Bank by Publication in the extent determined by the Bank.
- 6.2.9. Banknotes and coins which are suspected to be counterfeit shall be retained by the Bank without compensation in accordance with legal regulations in effect. The Bank shall draw up a confirmation of the retention and shall give a copy thereof to the Client.

## **7. LOANS**

These provisions of GBCs set forth liability-legal relations between the Bank and the Client - individual who is not a sole trader, based on the loan agreement in which the Bank, as the lender, undertakes to provide the Client - individual who is not a sole trader as the borrower upon his request with funds in a certain currency up to a certain limit, and the Client - individual who is not a sole trader, as the borrower, undertakes to repay the finance provided and to pay interest unless otherwise agreed.

### **7.1. Deferring conditions**

Granting a loan is conditional on fulfilling the deferring conditions stated below or any other deferring conditions set forth in the loan agreement:

- 7.1.1. The Bank has received all documents required by it which are satisfactory for the Bank in terms of formal requirements and factual accuracy. The Bank has received documents attesting that the Client is able to repay the loan and to offer the Bank a sufficient Security for the loan granted, as the Bank deems appropriate, such as an income certificate from the employer, payroll slips, tax disclosure, statement of assets and liabilities in the current period or in the last tax period, etc. The Bank is authorized to and the Client agrees that the Bank may, in the necessary extent, verify/check/inspect documents provided under this point also by contacting third parties that have drawn up these documents and in relation to it the Bank may provide these third parties with Confidential Information on the Client.
- 7.1.2. In the case of Security of Bank's Receivable by mortgage on real properties:
  - a) when a decision of the relevant authority on permitting the mortgage registration in the Real Property Register get into a validity,
  - b) when the Bank was submitted an effective insurance policy on the collateral and an insurance payment receipt in accordance with the duties of a pledgor, and a notice that a security interest has been established with confirmation of relevant insurer that it has received this notice,
  - c) when the current ownership letter, which will be used to demonstrate that a valid mortgage in favour of the Bank has been established, does not substitute for an entry or obligation which limits the mortgage execution.
- 7.1.3. In the case of Security of the Bank's Receivable by a agreement on securing receivable cession, the agreement on securing receivable cession has been concluded.
- 7.1.4. In the case of Security of the Bank's Receivable by a mortgage on securities, this mortgage has been duly established and the Bank has received documents proving that mortgage on securities has been established.
- 7.1.5. in the case of Security of the Bank's Receivable by a guarantee by a third party, the Bank has received a guarantee declaration or a guarantee agreement signed by the guarantor, in a manner which the Bank deems appropriate.
- 7.1.6. If the Bank and the Client have agreed to draw up a notarial deed as an execution title and the notarial deed contains legal undertaking, identification of the obligor and the entitled person, legal reason, subject and time of performance, the obligor agrees that the notarial deed is executable, and a transcript of this notarial deed is handed over to the Bank and delete the text after the dash.
- 7.1.7. In case of Security of the Bank Receivable by a mortgage to movable items, this right has been properly established and the Bank has received confirmation of mortgage registration in the Central Notarial Mortgage Register and this confirmation meets all requirements of the Bank.
- 7.1.8. If the Bank's Receivable is Secured by mortgage on a receivable, this mortgage has been properly established and the Bank has received a confirmation that the lien has been registered in the Central Notarial Lien Register and this confirmation meets all requirements of the Bank.

7.1.9. If the Bank and the Client have agreed that the Client shall issue a promissory note and shall make a promissory note fill-in agreement regarding the Client's promissory note, the reception by the Bank of the Client's duly filled out and signed promissory note and the making of a promissory note fill-in agreement authorising the Bank to fill in data in the promissory note in accordance with conditions set out in the promissory note fill-in agreement and this promissory note and promissory note fill-in agreement meet all requirements of the Bank.

## **7.2. Granting a loan**

7.2.1. The Bank reserves the right not to grant a loan or to stop loan drawing, even if any of the the Client fulfils all conditions set forth in Article 7.1, if circumstances determined in Article 7.6.1 arise.

7.2.2. The Bank may, prior to entering into loan relationship and at any time during the existence of a loan relationship, verify the Client's ability to repay the loan and to require from the Client the submission of documents attesting to the Client's ability to repay the loan.

It is the Client's responsibility to procure the documents, at its own cost, and to submit them to the Bank as originals or as officially legalised copies unless the Bank determines otherwise. Bank may, prior to entering into loan relationship require from the Client the sufficient Security for the loan.

7.2.3. Granting a loan on current account credit i.e. funds up to the maximum amount of the loan limit set out in the loan agreement which is granted by the Bank as the lender to the Client as the borrower:

The Bank shall grant the Client a current account credit loan by executing the Client's Payment Orders for money transfers or cash withdrawals from the Account to which the Bank granted the current account credit loan, even if the Client has no receivable from the Account created by crediting payments to its Account or by cash deposits on this Account. The Bank may refuse to execute the Client's Payment Order, if, as a result of the execution of this Payment Order, the amount of the drawn current account credit loan would exceed the maximum limit of the current account credit loan agreed upon. In these cases the Bank shall not be liable for possible damages incurred by the Client as a result of the non-execution of these Payment Orders.

7.2.4. The Bank shall grant the Client an instalment loan, i.e. funds up to the amount set forth in the loan agreement, after conditions set forth in the Loan Agreement have been fulfilled; the loan shall be granted by crediting funds to the account determined in the basic terms of the Loan agreement. The funds and interest lent shall be repaid by the Client in instalments.

## **7.3. Loan repayment**

7.3.1. Current account credit loan disbursement

The Receivable arising from the loan which consists of the principal amount, its component and accessories shall be disbursed before the final maturity date of the current account credit loan by setting off loan receivable of the Bank with the Client's receivable from the Account at the moment when the receivable from the Account comes into existence and in the extent in which both the receivables overlap or in a way agreed upon by the Bank and the Client. The Client's right to draw the current account credit loan up to the amount of the loan limit is in effect until the final disbursement date of the loan.

If, at the time when interest, interest due to overdraft, charges and other costs associated with the current account credit are due, the balance on the Account is not sufficient to cover these expenses, and the agreed upon loan is drawn completely up to the loan limit, the Client and the Bank have agreed that the Bank has the right to collect the overdue interest by debiting the Account, even if the Client's receivable from his Account is nonexistent and the loan has been drawn up to the limit agreed upon. This fact shall mean that the amount of the drawn current account credit loan exceeds the agreed upon loan limit (prohibited overdraft) and the Client shall be obliged to immediately settle this prohibited overdraft at least up to the amount of the agreed loan limit and to pay penalty interest agreed upon in the basic conditions of the loan agreement.

7.3.2. Instalment loan disbursement

A Receivable arising from the loan which consists of the principal amount, its component and accessories shall be disbursed by the Client in regular instalments whose frequency has been set

forth in the basic terms of the loan agreement:

- a) by a collection-type transfer from the Account determined in the basic terms of the loan agreement; on the day the loan agreement is signed the Client shall give the Bank its permission to collect,
- b) by a cash transfer or electronic funds transfer,
- c) by setting off a receivable from any of the accounts opened by the Bank with the Bank's Receivable from the loan agreement or a part thereof. The setting off shall be expressed sufficiently by subsequently sending a statement specifying the date and extent of setting off.

The Bank has the right to decide on the manner of loan disbursement before the loan is granted and anytime during the existence of the loan relationship. By termination of a receivable from the loan agreement also commercial relationships concluded between the Bank and the Client governing the manner of repaying the receivable as well as all Instructions of the Client against the Bank, contents of which was the manner of repaying the receivable, terminate.

If, at the time when interest, penalty interest for delay, charges and other costs associated with the instalment loan are due, the balance on the Client's Account is not sufficient to cover these expenses, the Client and the Bank have agreed that the Bank has the right to collect the overdue interest by debiting the Account, even if the Client's receivable from his account is nonexistent and the loan has been drawn up to the limit agreed upon. On the basis of this fact an unpermitted overdraft shall occur on the Account and the Client shall be obliged to immediately settle this unpermitted overdraft.

- 7.3.3. An instalment is paid on time, if it is credited to the Bank's account not later than on the instalment due date and the Bank has the right to handle this credited amount.
- 7.3.4. The loan including interest accrued throughout the agreed term of the loan shall be immediately due on the day the Bank learns that data supplied by the Client about the Client's special attitude to the Bank pursuant to the Bank Act are untrue.
- 7.3.5. repealed with effect from 1 November 2010
- 7.3.6. The Client agrees that throughout the duration of the contractual relation with the Client the Bank may change the manner of the repayment of the Loan Receivable in order to ensure its proper repayment, for reasons specified in paragraph 19.17 of these GBCs; the Bank will notify the Client of such change in an appropriate manner and reasonably in advance.

#### **7.4. Interest**

- 7.4.1. A loan agreement shall set an interest rate, i.e. the rate for calculating the interest that the Client must pay to the Bank during an interest period. A variable Interest Rate is set by the Bank, and the Bank sets such rate by Publication, in doing so the Bank may unilaterally change the Interest Rate due to reasons set in the point 19.17. of these GBCs and due to changes in the risks involved in the loan relation. The interest rate in effect at the time a loan agreement is concluded is usually stated in the agreement.
- 7.4.2. Interest from the loan is accrued daily from the day the loan was granted (inclusive) to the day before the day the loan is disbursed (inclusive). The Client shall pay the Bank interest from the Loan on the last day of each interest period, i.e. period set forth in the loan agreement or in a manner determined in the loan agreement, during which the Bank charges interest, at the end of which the interest is payable and which may be followed by another interest period.
- 7.4.3. Interest is calculated on the basis of the exact number of elapsed days of the interest period and the interest rate (rates) in effect during the relevant interest period including the first and the last day of the interest period.
- 7.4.4. If the Client fails to make timely repayment of the loan or individual instalments of the loan, the Bank may require the Client to pay the Bank penalty forbearance interest in addition to interest in accordance with the loan agreement. The penalty interest from the owed amount is compounded daily from the first day of delay (inclusive) to the day immediately preceding the day the amount owed is repaid (inclusive). If the Client fails to make timely payments of interest, contractual penalties, Charges, remunerations, indemnity and costs incurred by the Bank or other financial liabilities, the Bank may require the Client to pay the Bank forbearance interest of the amounts owed. These amounts owed bear forbearance interest daily, from the first day of delay (inclusive) to the day immediately preceding the day the relevant amount owed is paid up (inclusive).

- 7.4.5. If the actually drawn amount of the loan exceeds the agreed upon loan limit before the final Maturity Date, the Client shall pay the Bank agreed upon interest for overdraft from the actually drawn amount of the loan less the loan limit agreed upon.
- 7.4.6. Forbearance interest is payable daily.
- 7.4.7. Bank is entitled due to reasons set in the point 19.17. of these GBCs and due to changes in the risks involved in the loan relation, to change unilaterally the interest rates, and depending on changes in the Bank's technical and information system and changes in the Bank's business policy, the Bank may unilaterally change interest maturity. A change in an interest rate shall take effect upon the Bank's decision. The Bank shall set a current interest rate by Publication.
- 7.4.8. Due to reasons set in the point 19.17. of these GBCs and due to changes in the risks involved of the loan relation, the Bank may unilaterally change penalty forbearance interest rates and interest rates on overdraft. Change of the interest rate takes effect upon the Bank's decision. The current penalty forbearance interest rates and interest rates on overdraft is set by the Bank by Publication.

## **7.5. Client – debtor's obligations**

- 7.5.1. The Client – debtor's essential positive obligations are as follows:
  - a) the Client shall demonstrate, upon the Bank's request, the purpose on which the loan was used,
  - b) the Client shall notify the Bank, without undue delay, of any changes regarding its assets and income situation, Security, Security agreements and any changes in its Personal Data ,
  - c) anytime throughout the duration of the loan relationship, upon request of the Bank, the Client shall submit documents confirming its ability to repay the loan; it is the Client's responsibility to procure the documents, at its own cost, and to submit them to the Bank as originals or as officially legalised copies unless the Bank determines otherwise,
  - d) anytime throughout the duration of the loan relationship, in the case when the Security of the Bank's Receivable has completely or partly ceased to exist or has been reduced, upon request of the Bank, the Client shall extend the Security.
- 7.5.2. The Client – debtor's essential negative obligations:
  - a) the Client shall not change, without the Bank's consent, the content of an agreement concluded with a third party, which is related to securing the loan Receivable nor will do anything that would lead to withdrawal from or termination of such an agreement by the Client - debtor or a third party,
  - b) the Client shall not make, without prior written consent of the Bank, any essential changes in its property,
  - c) until its obligations arising from the Loan Agreement are fulfilled completely, the Client shall not give any undertakings to a third party that would give priority to satisfying the third party's receivables over the Receivable of the Bank..

## **7.6. Cases of breach**

- 7.6.1. If the Client breaches any contractual duty or contractual Agreement or if:
  - a) the Client is more than 10 days late on one instalment of the principal amount or interest, or
  - b) the Client is more than 10 days late on charges connected with the loan, or,
  - c) the Client uses the loan, without the Bank's consent, for a purpose other than that agreed upon or
  - d) the Client has exceeded the agreed and permitted loan limit or
  - e) the Client's, a pledgor's, a guarantor's property situation has deteriorated substantially, which may affect the ability to disburse the Receivable arising from the loan or may threaten the ownership title to the loan security, or
  - f) the Client, pledgor, the guarantor shall receive further loans without the Bank's consent which, in the opinion of the Bank, shall threaten the ability to disburse the Receivable arising from the loan or
  - g) the Client, pledgor, the guarantor has given the Bank incorrect or incomplete data and basic information or
  - h) for any reason the Security of the Bank's Receivable has completely or partly ceased to exist or has been reduced, and the Client, pledgor, the guarantor has not extended it within time limit set by the Bank, except for a situation when the Bank and the Client or the pledgor have agreed

otherwise, or if any third party has failed to pay the Bank's receivable when due if the Bank's receivable from such third party and the Bank's Receivable from the Client have been secured with the same Security, or

- i) the Client advises the Bank in writing that it disagrees with a change in the interest rate or repayment schedule, or
- j) if the Client has not performed or has breached the duties agreed in the GBCs, loan agreement or security agreements, or
- k) if the Client terminates any power of attorney or any agreement on power of attorney contained in the loan agreement or in the securing agreements or in the GBC, or
- l) the Client terminates any power of attorney or any agreement on power of attorney contained in this agreement or in the Security agreements, or
- m) the Bank has got a credible information that a petition has been filed to declare the Client bankrupt or for composition with creditors 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
- n) the Client's activities breached or did not comply with a law or other generally binding legal regulation in effect in the Slovak Republic, and these activities could put the Client's existence or its legal competence at risk, i.e. notably its ability to give legal undertakings and to enter into relationships, or
- o) if circumstances arise which may objectively cause the Client's insolvency thereby threatening the loan repayment subject to the conditions specified in the loan agreement..

The Bank may:

- a) declare an extraordinary maturity of the Loan, i.e. the Bank may demand that the Receivable under the loan agreement is paid up, and the Client shall be obliged to disburse the Receivable under the loan Agreement before deadline determined by the Bank in a notification of extraordinary maturity,
- b) terminate or withdraw from a loan agreement. The termination of a loan agreement takes effect immediately, without a notice of termination, on the day it was delivered to the Client. The withdrawal from the loan agreement does not mean that the Client may not disburse the Receivable and overhead expenses to the Bank. Nor does the withdrawal from the loan agreement terminate security agreements concluded between the Bank and the Client or a third party,
- c) set off the Bank's Receivable arising from the Loan with any of the Client's receivables from the Bank,
- d) suspend granting or drawing of a loan until the facts that resulted in the suspension of the loan granting or drawing cease to exist.,
- e) change the interest rate by an amount determined by Publication, until an interest rate fixing, if agreed, if during the existence of the loan relationship the insurance policy lapses in whole or in part of if pledge of insurance payouts from an insured event regarding the Bank's collateral lapses in whole or in part. The Bank shall advise the Client of such change by a notice.

7.6.2. The Bank may terminate the loan agreement with an immediate effect, if the loan is not granted or drawn within 30 days of signing the loan agreement.

7.6.3. The Client may terminate a loan agreement within 15 days of a change in interest rate set by Publication. The notice period shall start on the delivery date of the notice of termination and shall end 15 days after its delivery. During the notice period the interest rate agreed upon in the loan agreement shall remain in effect. The Client shall repay the Bank's Receivable in full at latest by the end of the notice period. If the Client does not terminate a loan agreement within the set period of time, it shall be understood that the Client accepts the change in the interest rate.

7.6.4. A Client, who is a consumer as defined in a special regulation, may withdraw from the loan agreement with immediate effect within 15 days of the effective date of a change in the interest rate for the calculation of regular interest; if there are more than one party on the part of the Client, any of them may withdraw from the Agreement and such withdrawal will apply to all parties. If the Client does not withdraw a loan agreement within the set period of time, then it shall be understood that the Client accepts the changed interest rate. After terminating a loan agreement, the parties thereto shall not return to each other amounts paid prior to the withdrawal. However,

within 15 days of delivery of a withdrawal to the Bank, each party to the agreement shall pay to the other party all outstanding receivables which have arisen prior to the withdrawal, i.e. the Client shall pay the Bank all Charges required by the Bank in connection with the repayment of the Receivable before the originally agreed due date of the Receivable.

## **C. FINAL PART**

### **8. CONFIDENTIAL INFORMATION AND PROTECTION OF PERSONAL DATA**

#### **8.1. Confidential Information**

- 8.1.1. The Bank undertakes to handle Confidential Information in accordance with generally binding legal regulations and to maintain the confidential character of Confidential Information also after the contractual relationship between the Bank and the Client has ended.
- 8.1.2. The Bank may pass Confidential Information to third parties only in case, in the extent and under conditions:
  - a) set forth in generally binding legal regulations, or in valid decisions of courts or other administrative authorities,
  - b) set out in GBCs, special business conditions or in Agreements between the Bank and the Client,
  - c) stated in the Client's written consent given to the Bank.

#### **8.2. Personal Data protection**

- 8.2.1. The Client hereby expressly agrees that the Bank may
  - a) process the Client's Personal Data for the purpose of administration of the contractual relation between the Client and the Bank or a member of the Bank Group and for the purposes relating to the Bank's business operations pursuant to a special regulation or for purposes relating to the business operations of a member of the Bank Group registered in the Companies Register pursuant to special regulations, for the purpose of preparation, doing, execution and subsequent checks of Bank Business with the Client, for the purpose of identification of Clients and their representatives, for the purpose of documenting operations of the Bank or a member of the Bank Group, for the purpose of protecting and enforcing the rights of the Bank or a member of the Bank Group, for the purpose of creation, maintenance and provision of information from or to the bank information register pursuant to section 92a of Act 483/2001 on Banks and on Amending and Supplementing Some Laws as amended or pursuant to a law that will later supersede Act 483/2001, for the purpose of performing the Bank's duties and obligations pursuant to special regulations;
  - b) transfer Personal Data outside the territory of the Slovak Republic, provided that the country to which the Personal Data are transferred guarantees adequate protection, and the Bank shall advise the Client of such steps by Publication; if the Bank transfers Personal Data to countries where an adequate protection is not ensured, the Bank undertakes to act in accordance with the Personal Data Protection Act 428/2002 as amended or with a law that will later supersede Act 428/2002;
  - c) on the basis of a personal data processing agreement, provide the Client's Personal Data to a third party or authorize a third party to process the Client's Personal Data, even a third party whose registered office is outside Slovakia, provided that adequate protection is guaranteed, for the purposes stated in the letter a) of this point and for the purpose of cooperation upon letter f) of this point, and the Bank shall advise the Client of such steps by Publication;
  - d) provide the Client's Personal Data or pass the Client's Personal Data for processing to a member of the Bank Group, and the Bank shall advise the Client of such steps by Publication;
  - e) pass Personal Data to third parties that are the beneficiary or the remitter of payments pursuant to a special regulation or that provide services to the Bank enabling the Bank to carry out Bank Business;
  - f) process the Client's Personal Data for the purpose of marketing or marketing survey;

and this in the extent necessary for performing some of the purposes listed in this point of GBCs.

- 8.2.2. The consent given by the Client under point 8.2.1. applies throughout the duration of purpose of the processing.
- 8.2.3. The Client may withdraw this consent in writing, if the Bank breaches conditions set forth in this point.
- 8.2.4. If a member of the Bank Group is not identified by its business name and registered office in the definition of the Bank Group, then for the purpose of performing the Bank's authorization pursuant to this point of the GBCs, in accordance with a special regulation regulating personal data protection of natural persons, this member shall be identified by the Bank by Publication.
- 8.2.5. If the Client provides the Bank with personal data of another natural person pursuant to Personal Data Protection Act 428/2002 as amended in connection with any contractual relation, then the Client expressly declares that he/she has the written consent of this natural person to pass the personal data of this person to the Bank for processing in the extent set forth in these GBCs.

### **8.3. Supplying Confidential Information**

- 8.3.1. The Client agrees that the Bank may provide Confidential Information to the Bank's shareholders and to other entities within the Bank Group.
- 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, 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.
- 8.3.3. The Client agrees that the Bank may provide information in the extent of Confidential Information and documents on the Client's failure to fulfill its obligations to the Bank to a third party which has received the Bank's written power of attorney to recover these liabilities if the Client does not fulfill its obligations to the Bank duly and on time.
- 8.3.4. The Client agrees that the Bank may provide Confidential Information to third parties who are authorized by the Bank to fulfill its statutory or contractual duties as well as to third parties who have received the Bank's power of attorney to represent the Bank in lawsuit or in out-of-court settlement proceedings. The Client agrees that for the purpose of enforcing the Bank's rights towards the Client at a third party, the Bank may disclose to such third party information to the extent of Confidential Information and documents attesting to the Client's non-performance of his obligations.
- 8.3.5. The Client agrees that the Bank may provide Confidential Information to a third party with which it negotiates about transferring the Bank's receivables from the Client or about transferring the Bank's obligation to the Client or about assuming the Client's obligation to the Bank or about accession to the Client's obligation to the Bank and of the third party that provided the security for the Bank's receivable towards the Client or a third party which has performed the Client's obligation to the Bank.
- 8.3.6. The Client agrees that the Bank may, for the purpose of administration of its registration records under a special regulation, hand over to a third party any documents on the Client's Bank Business including Agreements, documentation related to Agreements and recordings of communication between the Bank and the Client.
- 8.3.7. The Client agrees that the Bank may disclose Confidential Information to third parties that are the payee or the payer in the process of making a payment in accordance with a special regulation, including the payee's bank and the payer's bank or third parties that provide the Bank with services enabling the Bank to perform Bank Business and to persons authorized to handle the funds in the Client's Account.
- 8.3.8. The Client agrees that a third party, which has received Confidential Information from the Bank, may disclose the Confidential Information to the necessary extent to third parties under following conditions:

- a) if necessary for performing the purpose of such third party resulting from an agreement between the Bank and such third party and together
  - b) if such third party binds the recipients of the Confidential Information to protect the Confidential Information at least to the same extent as the third party provider of the Confidential Information is bound to do.
- 8.3.9. The Client agrees to making available and providing all data on all credits and bank guarantees provided to the Client, data on Receivables and data on Security which the Bank has in connection with provided credits and bank guarantees, data on repaying his liabilities arising out of provided credits and bank guarantees, data on Security provided by the Client for credit and bank-guarantee repayment, and data on his creditworthiness and trustworthiness with respect to the Client's liabilities repayment, including data obtained by the Bank during negotiations on making these Bank Businesses which are subject to bank secrets protection in the extent specified by the Banks Act and personal data protection under a special regulation, and the list of the personal data, purpose of and times for their processing, conditions of obtaining them and the entities concerned is specified by the Banks Act as follows: an auxiliary bank services enterprise which operates a joint bank information register under the Banks Act, entities authorized to process data in the joint bank information register subject to the conditions specified in a special law, National Bank of Slovakia, and banks and branches of foreign banks under the Banks Act. The consent under the first sentence of this point shall not be valid, if the Agreement contains the Client's express disapproval of the procedures set forth in the preceding sentence, or if the Client has undertaken in the Agreement to deliver to the Bank, once a year always by 15 July of the calendar year, a confirmation of the balance of credits and loans provided to the Client and their repayment as of 30 June of the calendar year in all banks involved in data exchange in the joint bank information register under section 92a of the Banks Act.
- 8.3.10. If for whatever reason the Client's consent under the first sentence in Point 8.3.9 of the GBCs becomes invalid or ineffective, or if the Agreement contains the Client's express disapproval of the procedures set forth in the first sentence in Point 8.3.9 of the GBCs, then, throughout the duration of the contractual relation established by the Agreement, the Client shall deliver to the Bank, once a year always by 15 July of the calendar year, a confirmation of the balance of loans and credits provided to the Client and their repayment as of 30 June of the calendar year in all banks involved in data exchange in the joint bank information register under section 92a of the Banks Act; the Client shall also fulfil this obligation at any time upon request of the Bank within time specified by the Bank in a written request. The Client shall procure the confirmation under this point at his own cost; and the confirmation shall not be older than three business days at the time of its submission to the Bank.
- 8.3.11. The Client voluntarily agrees that the Social Insurance Company with its registered office at Ul. 29. augusta 8 and 10, 813 63 Bratislava (hereinafter referred to as the "Social Insurance Company") may disclose the Client's personal data to the following extent: whether or not the Client has an employment, his/her employer, type of his/her employment relation, duration of his/her employment and insurance, amount of the base for calculating insurance premiums in all and individual employers, the average insurance base, and whether or not he receives a disability pension; the Social Insurance Company may disclose the said data to the Bank and Slovak Banking Credit Bureau, s.r.o., with its registered office at Malý trh 2/A, 811 08 Bratislava, company registration number 35 869 810, registered in the companies register of District Court Bratislava I., in section Sro, file no. 30071/B (hereinafter referred to as the "SBCB"); the Client also agrees that the Bank may disclose to the Social Insurance Company and SBCB the Client's personal data to the extent specified in this application for the purpose of verifying them in connection with the establishment and duration of the contractual relation with the Bank. The Client gives this consent for a period of 10 years from the day this consent is given. This consent may only be revoked if the conditions of personal data processing, subject to which this consent is given, have been demonstrably breached. The Client declares that he knows his rights of a person concerned as set forth in Personal Data Protection Act 428/2002 as amended.
- 8.3.12. The Client's consent to disclose the Confidential Information as described in this paragraph 8.3 is irrevocable throughout the duration of the contractual relation between the Bank and the Client or during a longer period if it is required by a special legal regulation, unless otherwise agreed or unless a special legal regulation states otherwise.

#### **8.4. Maintaining confidential character of information by the Client**

The Client is responsible for keeping information of confidential character which it obtained in relation to the contractual relationship between itself and the Bank. The Client may not pass such information to any third party without the prior written consent of the Bank.

#### **9. COMMUNICATION**

- 9.1. The Client agrees that the Bank may record any communication between the Bank and the Client through any available technical means and may maintain all these recordings and copies of any information and documents which the Bank will receive from the Client or from third parties. The Client agrees that the Bank may record any communication with the Client even without prior notification thereof. The Client agrees that the Bank may use these recordings and copies as evidence in dispute.
- 9.2. The Bank may require the Client to confirm certain notifications, which were not made in writing, within three business days by submitting their written original to the Bank. If the Client fails to make such confirmation within the period stated above, the Bank is not obliged to accept such notification; and if it does, it is not liable for damage caused by its acts made in accordance with this unconfirmed notification. The Client shall reimburse the Bank for any damage or costs incurred by the Bank as a result of making the notification.
- 9.3. The Bank may require that copies of an original document submitted by the Client are officially legalised. In the case of documents issued or legalised abroad in a normally used manner and submitted by the Client to the Bank, the Bank may require that these documents are officially legalised and superlegalised or have an "Apostille" clause under the Hague Agreement on Cancelling Higher Verification Requirements for Foreign Public Documents of October 5, 1961.
- 9.4. If the Client submits the Bank any document in a language other than Slovak, the Bank may require that the Client must submit the Bank also a Slovak translation of that document bearing an expert's clause. In this case the Bank uses only the relevant Slovak translation and is not obliged to examine whether or not this translation corresponds to the original-language version.
- 9.5. The communication between the Client and the Bank will be performed in the Slovak language, unless otherwise agreed between the Bank and the Client.
- 9.6. The Client agrees that marketing materials advertising mainly the products and services provided by the Bank or a member of the Bank Group or by third parties cooperating with the Bank may be sent to him either in writing, electronic form, in the form of short messages (sms) or by phone. The Client may revoke his consent under this paragraph at any time.

#### **10. NOTIFICATIONS AND DELIVERY**

- 10.1. The Bank's written documents are delivered
  - a) in person,
  - b) by post,
  - c) by electronic communications media (fax, telex, e-mail or other electronic medium).
- 10.2. In personal delivery of documents (which also includes messenger delivery, pick up of a document by the Client in the Bank), a document is considered delivered upon handover, and the case when the addressee refuses to accept such a document is also considered as handover.
- 10.3. In document delivery by post, mail is regarded as delivered on the third day after dispatch to a destination in Slovakia and on the seventh day after dispatch abroad, even when the addressee has no knowledge of this fact or when the mail is returned as undelivered. Unless otherwise agreed, the Bank sends documents by ordinary letter mail.
- 10.4. In sending documents by fax or telex, documents are considered delivered at the moment the

message on sending them is printed, in sending documents by e-mail, documents are considered delivered at the moment the message on delivering them is received..

- 10.5. The Client shall advise the Bank of his/her address, phone, fax and telex number or the number of other electronic equipment to which the Bank will send him/her all notifications and documents. The Client shall immediately notify the Bank of any change in these data. If the Client fails to notify the Bank of such a change, a delivery to the last address known to the Bank or to the last number of a telecommunication equipment known to the Bank is regarded as duly executed.
- 10.6. The Bank may send insured or uninsured valuables and registered mail with negligible value stated at the Client's risk in a way normally used in banking.
- 10.7. Non-delivery of expected documents of any kind, notably documents confirming the execution of Payment Orders and acceptance of money transfers must be reported immediately by the Client to the Bank after the time of expected delivery has elapsed. The Bank shall not be liable for damage caused by the non-delivery of documents.

## **11. ELIMINATION OF COMMUNICATION ERRORS**

- 11.1. If the Bank learns that an error occurred in any confirmation, Account, Deposit Account statement or any other document sent by the Bank to the Client, it shall immediately notify the Client thereof.
- 11.2. After receipt, the Client is obliged to check the confirmations, Account, Deposit Account statements, notifications and other documents sent by the Bank to the Client. In addition, the Client is obliged to verify whether all Instructions which were given by the Client or in its name have been executed properly by the Bank. If the Client detects an error, it shall immediately advise the Bank thereof. The Bank shall eliminate the errors detected in this manner without undue delay, unless it is prevented from doing so by other facts.
- 11.3. Information contained in any confirmation, Account, Deposit Account statement or other document sent by the Bank to the Client shall be regarded as accepted, confirmed and approved by the Client, if the Client does not advise the Bank that it disagrees with the content thereof within 14 days of their delivery to the Client.

## **12. INSTRUCTIONS**

### **12.1. Persons authorized to give Instructions**

The Bank accepts Instructions from the Client, an Authorized Person or other person that, pursuant to a generally binding legal regulation, is entitled to give such an Instruction, provided that their identity is not doubtful.

### **12.2. Execution of Instructions**

- 12.2.1. The Client shall ensure that an Instruction given to the Bank is:
  - a) clear, understandable, correct and accurate,
  - b) delivered to the Bank,
  - c) signed by the Client or signed by the Client in accordance with a Specimen Signature deposited in the Bank, if the Instruction is the Client's Payment Order, or other Instruction from the Client, for which realization, under legal regulations or an agreement between the Bank and the Client, must be signed in accordance with the Specimen Signature,
  - d) in compliance with the provisions of applicable generally binding legal regulations and the Bank's internal regulations,
  - e) in compliance with the fair trade principles or good manners.
- 12.2.2. The Bank is not obliged to verify the correctness, accuracy and completeness of data stated by the Client in the Instruction.
- 12.2.3. The Bank executes Instructions in due time reflecting their character and complexity, in accordance with relevant business practice and generally binding legal regulations. The Bank may determine special conditions for the delivery and execution of Instructions before the end of a calendar year. The Bank shall inform of these special conditions by Publication.

- 12.2.4. The Bank shall not be liable for the consequences of the execution of an Instruction. The Client shall compensate the Bank for any damage or costs incurred to the Bank as a result of the Instruction execution or incurred to the Bank in any other way related to this Instruction.
- 12.2.5. The Bank and the Client – natural person have agreed that the Bank's authorization to execute the Client's Instructions shall not lapse upon the death of the Client – natural person.

### **12.3. Refusal to execute an Instruction**

- 12.3.1. The Bank may refuse to execute any Instruction, which does not meet conditions pursuant to point 12.2.1. of these GBCs. The Bank is not obliged to execute the Instruction, should there exist any particular reason (e.i. technical difficulties). When this reason ceases, the Bank is entitled to execute the Instruction, besides the cases when the bank is obliged to refuse to execute the Instruction or when the Client will expressly refuse the execution of his Instruction after day, which was set by the Client in the Instruction.
- 12.3.2. If, as a result of unclear legal relations or for other reasons, the Bank doubts whether the person that gives an Instruction really is authorized to do so, the Bank may refuse to execute the Instruction until such authorization is satisfactorily demonstrated to the Bank.
- 12.3.3. The Bank is not liable for damage caused by
- a) refusal to execute an Instruction, if it was refused in accordance with the provisions of 12.3.1 and 12.3.2.,
  - b) the execution of an Instruction which does not meet conditions of the provisions 12.2.1.
- 12.3.4. The Client shall compensate the Bank for any damage, claim made or indemnity, including the cost of legal assistance, which the Bank may incur due to a faulty Instruction.
- 12.3.5. The Client may change or cancel an Instruction until notification of the beneficiary of the Instruction is made or until the Instruction is executed by the Bank, whichever takes place earlier. The Client shall compensate the Bank for all expenses incurred as a result or in relation to a change or cancellation of the Instruction.

### **12.4. Instruction handover time**

- 12.4.1. An Instruction may be delivered to the Bank only on a Business Day during business hours of the relevant Place of Business. If the Bank accepts any Instruction after its business hours, it is understood that the Instruction was delivered on the next Business Day, unless otherwise agreed.
- 12.4.2. For special reasons, the Bank may limit or suspend its operations for a necessary period of time.

### **12.5. The Client's duties**

- 12.5.1. Prior to concluding any Bank Business and at any time upon request of the Bank throughout the duration of the business relationship, the Client is obliged to submit to the Bank a document proving its establishment, formation and legal existence (evidence of legal subjectivity) or to prove its identity.
- 12.5.2. The Client is obliged to immediately advise the Bank of any changes made in documents needed for performing Bank Business or in any documents submitted to the Bank.
- 12.5.3. If the Client's data which are registered in the Business Register have changed, the Client that is registered in the Business Register shall immediately take steps to bring the entry in the Business Register in line with the factual state and shall submit to the Bank a current statement of the Business Register immediately after the required changes have been registered in the Business Register. This provision is adequately applicable to changes made in a trading licence or other business licence.
- 12.5.4. The Client shall immediately notify the Bank of any change in data reported to the Bank in connection with the contractual relations between the Bank and the Client, and shall submit to the Bank documents which, in the Bank's opinion, adequately evidence these changes as well as other information which the Bank may require in this connection. The above-mentioned changes become effective and obligatory to the Bank on the Business Day following after the day the relevant notification was delivered to the Bank. The Bank may agree that a notification takes effect immediately on delivery to the Bank. The Bank is not obliged to accept any notification from the

- Client, which is not supported by sufficiently demonstrative documents and lacks data required by the Bank in the way which is for the Bank sufficient in accordance with the legal request to act prudently.
- 12.5.5. The Client shall immediately advise the Bank of any facts demonstrating that he/she is or is not a person whose deposits are or should be protected in the extent and on conditions set forth in a special legal regulation.
  - 12.5.6. The Client must and undertakes, upon the Bank's request, to deliver to the Bank a written declaration stating the first name, last name, identity number or date of birth and permanent residence address of the natural person who is the ultimate beneficiary of the benefits pursuant to the Act on Protection against Laundering of Criminal Proceeds and on Protection against Terrorist Financing. The Client – legal person undertakes to describe in the written declaration also the relationship of the ultimate beneficiary of the benefits to the Client pursuant to the Act on Protection against Laundering of Criminal Proceeds and on Protection against Terrorist Financing and the percent share of the ultimate beneficiary of the benefits in the Client's share capital or voting rights.
  - 12.5.7. On conclusion and throughout the duration of the contractual relationship, the Client shall advise the Bank in writing of facts on the basis of which the Client would be considered a person with a special relationship to the Bank pursuant to the Bank Act. The Client understands that if the Bank learns that the data stated in such notice are untrue, then an agreement on a security provided by the Client, Current Account Agreement, Deposit Account Agreement or a Deposit Agreement made between the Bank and the Client shall become invalid, or a loan made together with interest for the full agreed upon loan term shall become immediately due on the day the Bank learned that such data are untrue.
  - 12.5.8. The Client is obliged and undertakes to prove to the Bank in writing facts decisive for assessing the tax domicile of the Client for the purpose of taxing interest on deposits on the Account, Deposit Account or Deposit Book.
  - 12.5.9. By concluding the agreement and during the whole existence of any contractual relationship between the Client and the Bank, the Client is obliged to inform the Bank in written about any fact, which would cause that the Client would be considered as a politically exonerated person according to the Anti-Money Laundering and Counter-Terrorism Financing Act. In cases, when the Client will not inform the Bank about the fact according to this point, the Client will be considered by the Bank as the non-politically exonerated person.
  - 12.5.10. The Client shall be liable for damages incurred by him due to the non-performance of the duties set out in paragraph 12.5. of the GBCs.

### **13. BANK'S RESPONSIBILITIES**

- 13.1. Bank's responsibilities to the Client, that
  - a) is a consumer as set forth in a special regulation - The Bank and the Client are responsible for damages inflicted by them in consequence of the infringement of their obligation set in law, the Agreement, the GBCs or in other special business conditions of the Bank, with the exception, when they prove, that they did not inflict damage or that the infringement of their obligation was caused by circumstances excluding liability, unless otherwise stated in the Agreement, the GBCs or in other special business conditions of the Bank; if the Bank or the Client is obliged to indemnify the other contractual party for damages, it is not obliged to compensate it for lost profit,
  - b) is not a consumer as set forth in a special regulation - The Bank shall only be liable for damages caused by itself. This eliminates the principle of objective liability in business-legal relations. If the Bank is obliged to indemnify the Client for damages, it is not obliged to compensate it for lost profit.
- 13.2. The Bank shall not be liable for damages and other consequences of counterfeiting or incorrect filling in of Instructions and other documents.
- 13.3. The Bank verifies whether the documents, which it is entitled to receive pursuant to the Agreement with the Client, comply with the content of the Agreement. However, the Bank's responsibilities do not include the gaminess, validity and translation of these documents.
- 13.4. The Bank shall not be liable for discrepancies found outside the cash desk.
- 13.5. The Bank shall not be liable for damages caused by the activities of domestic and foreign

authorities or courts, refusal to issue or delayed issuance of necessary permits by authorities, force majeure, an uprising, revolution and civil unrest, war or natural disasters or due to other events which are not under control of the Bank (e.g. market failures, strikes, work stoppages or other circumstances which the Bank cannot control). The Bank is not liable for damages incurred as a result of non-functioning telecommunications services provided to the Bank by third parties. In addition, the Bank is not liable for damages caused by events controlled by the Client or events for which the Client is responsible or for damages due to the Client's failures to meet any of its obligations or due to delayed fulfilling of its obligations to the Bank.

#### **14. SETTING OFF**

- 14.1. As the Bank is required by law to exercise its banking operations prudently, the Bank may at any time set off any of its Receivables from the Client against any of this Client's receivables from the Bank, irrespective of whether they are now existing, hereafter arising, due now, due later, subject to realization of pledge, time barred or not time barred.
- 14.2. The Bank may set off also Receivables denominated in different currencies, even if the currencies are not convertible, at a rate of exchange determined by the Bank in a usual manner and in accordance with normal market practice.
- 14.3. The Client expressly agrees that the provisions of section 361 of the Commercial Code shall not apply to any contractual relation between the Bank and the Client.
- 14.4. Unless otherwise agreed, the Client, who is not a consumer as set forth in a special regulation, shall not unilaterally set off his/her receivables from the Bank against any of the Bank's Receivables from the Client. The Bank shall not refuse to consent to a set off without cause.
- 14.5. The Bank shall notify the Client of a set off in advance and shall exercise all reasonable care not to cause damage to the Client and not to cause disproportional problems to the Client, this shall not damage or threatened Bank's rights and interests or make the set off impossible or threatened to made it impossible.

#### **15. SECURING THE LIABILITIES**

- 15.1. The Bank's Receivables may be secured by securing facilities applicable to immovable property and movable assets or rights (including receivables) and other assets, residential and non-residential property, if this does not contradict relevant legal regulations or if it is permitted by the character and purpose for which the asset to be securitized is designed. The Bank may decide which, if any, of the Securities it shall accept.
- 15.2. The Client shall give a Security whose form, quality and value meet the Bank's requirements. Unless a different agreement has been made with the Bank, the Client agrees not to give the Bank a Security inferior to securities provided by the Client to other creditors.
- 15.3. Upon request of the Bank, the Client shall immediately and at its own cost procure specialist's opinion on the subject of the Security. The opinion shall be made by a person pre-determined or additionally approved by the Bank. The Client is also obliged to acquire without delay, at the request of the Bank and at his/her own costs, documents proving the existence and duration of the Security as well as any other documents concerning the Security (for example a deed of title indicating the right of lien on the property in favour of the Bank, etc.)
- 15.4. The Bank may at anytime throughout the duration of the contractual relationship between the Bank and the Client, in the case when the Security has completely or partly ceased to exist or has been reduced, require the Client to provide or to appropriately supplement the Security for the Client's all liabilities to the Bank, even if these are conditional, available at a certain time, or are not yet payable. In this case the Client is obliged supplement the Security to the level and in the form required by the Bank.
- 15.5. The person that has provided a Security shall take care that the Security is protected or maintained and, if permitted by the character of the subject of Security, it shall insure the subject of Security. If the Security are receivables, the person that has provided this Security shall enforce them properly and on time. The person that has provided a Security to the Bank shall immediately notify the Bank of any change in the value of the Security.
- 15.6. Any costs and expenses (e.g. the cost of storage or safekeeping, insurance-related expenses,

intermediation charges, cost of collecting receivables from the Client or from the person that provided a Security, taxes or charges related to the Security) shall be paid by the Client or by the person that provided the Security. If the Bank has paid these costs or expenses instead of the Client or the person that has provided a Security, they shall be included in the Bank's receivable secured by such a Security.

- 15.7. If the Bank's receivable, which is secured with several Securities, is not disbursed duly and on due dates, the Bank may execute any of the provided Securities, unless otherwise stated in the applicable agreement, until the secured receivable is paid up in full. The Bank informs the Client on execution of the Security.
- 15.8. The Security of the Bank's receivable is in effect as to its type and amount until the secured receivable is disbursed in full. Upon request of the Client or the person that has provided the Security, the Bank may release the Security of a part thereof before the complete disbursement of the receivable, if it deems the Security or its part excessive.
- 15.9. Execution of collateral in movable and immovable property and other properties.
  - 15.9.1. If the Client fails to repay the Receivable duly and on time, the Bank may start the execution of the security interest and may have its Receivable repaid from the proceeds from sale of the collateral, either by:
    - a) direct sale to a third party, or
    - b) declaring a public tender for unspecified persons to select the best bid for making an agreement pursuant to the applicable provisions of the Commercial Code, or
    - c) selling the collateral in a voluntary auction pursuant to a special law, or
    - d) selling the collateral pursuant to special laws.
  - 15.9.2. The Bank shall notify the Client in writing of the selected method of execution of the security interest.
  - 15.9.3. During the execution of the security interest under the provisions of 15.9.1., the Bank may change at any time the method of execution of the security interest. The Bank shall notify the Client in writing of a change in the method of execution of the security interest.
  - 15.9.4. The Bank may have the Receivable repaid from the proceeds from direct sale of the security interest to a third party that shall pay for the collateral not less than the minimum price set by an appropriately specialised expert chosen by the Bank using a method set forth in an applicable valid legal regulation regulating collateral evaluation. The Bank shall notify the Client in writing of the start of sale of the collateral. If necessary, the Bank may execute the security interest through a third party. In that case, the Bank may grant a proxy of attorney to such a third party authorising it to execute the security interest.
  - 15.9.5. The Bank may have its Receivable repaid from the proceeds from sale of the collateral in a public tender declared by the Bank. It is understood that a sufficiently long term of the public tender is one month from the day the public tender was declared. An appropriate method of publishing the conditions of the public tender is the announcement of public tender by two realtors operating in the Slovak territory or an announcement published in two daily newspapers distributed Slovakia-wide, depending on the collateral. The best bid is the bid with the highest purchase price and the earliest payment date of the purchase price. The Bank may determine which of the above selection criteria shall have priority.
  - 15.9.6. The minimum price acceptable in the public tender shall be the price determined as described in point 15.9.4.
  - 15.9.7. If a purchase agreement is not made with the bidder that submitted the best bid, the Bank may repeat the public tender in a set time and may sell the collateral as described in point 15.9.4. The Bank may sell the collateral below the price determined pursuant to point 15.9.4., only if it has failed to sell the collateral in the second repeated public tender.
  - 15.9.8. The Client agrees that in the execution of a lien on an apartment or house, in which the client has his permanent residence as defined in special regulations, the lowest bid permitted by the Bank in the first round of a voluntary auction shall be between 100 % and 75 % of the price determined as set forth in point 15.9.4. If there is no bid in this price range in the first round of the voluntary auction, then the Client agrees with reduction of the lowest permissible bid in the further rounds of the voluntary auction. The minimum bid shall not be less than there is allowed by a special regulation.

- 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 the first round of a voluntary auction shall be between 100 % and 80 % of the price determined as set forth in point 15.9.4. If there is no bid in this price range in the first round of the voluntary auction, then the Client agrees that in a voluntary auction agreement the Bank may authorize the auctioneer to reduce the lowest permissible bid in the first round of the voluntary auction up to the 70 % of the price determined as set forth in point 15.9.4. If no bid in the voluntary auction is equal to or higher than 70 % of the price determined as set forth in point 15.9.4, then the Client agrees that the Bank may authorize the auctioneer to make a first repeated voluntary auction. The minimum bid in the first repeated auction may be 70 % of the price determined as set forth in point 15.9.4. If no bid in the first repeated voluntary auction is equal to or higher than the minimum permissible bid as set forth in the preceding sentence, then the Client agrees that in a first repeated voluntary auction agreement the Bank may allow the auctioneer to reduce the minimum permissible bid to as little as 50 % of the price determined as set forth in point 15.9.4. If no bid in the first repeated voluntary auction is equal to or higher than 50 % of the price determined as set forth in point 15.9.4, then the Client agrees that the Bank may authorize the auctioneer to make further rounds of the repeated voluntary auction. In the further rounds of the repeated voluntary auction, the minimum bid shall not be less than 50 % of the price determined as set forth in point 15.9.4.
- 15.9.10. Execution of security interest in securities (commercial papers). A security (commercial paper) is a record in a form prescribed by law which has a monetary value and with which are associated rights pursuant to the Securities and Investment Services Act, notably the right to claim a certain property performance or to exercise certain rights against persons specified by law.
- 15.10.1. If the collateral is a material security, upon creation of the security interest in the security the Client shall surrender to the Bank the security that is the collateral.
- 15.10.2. The Bank may exercise the security interest in a security by selling the security through a stockbroker – a joint-stock company with its registered office in the Slovak Republic which provides investment services based on investment services license issued by the Financial Market Authority or by the National Bank of Slovakia. The stockbroker may also be the Bank or a foreign stockbroker. The Bank shall use the proceeds from sale of the collateral to repay the Bank's Receivable.
- 15.10.3. The Bank shall notify the Client, in writing and in advance, of the intended execution of security interest in securities.
- 15.10.4. The Bank may execute the security interest in a security, which is listed on a quoted securities market, by selling the security on an anonymous stock market through a stockbroker. If the security has not been traded for the past three months, the Bank may sell the security that serves as a collateral through a stockbroker for the highest price that may be reasonably be received in a correct sale.
- 15.10.5. The security interest in a security which is not listed on a quoted securities market may be exercised by selling the security through a stockbroker for the highest price that can reasonably be received in a correct sale.
- 15.11 The exercising of a right of lien in respect of receivables, the satisfaction of the Receivable from fulfilment remitted by a sub-debtor.
- 15.11.1 If the Client does not repay the Receivable duly and in time, the Bank shall be entitled to commence the exercising of the right of lien and satisfy its Receivable on the basis of this right, either through:
- a) direct sale of the deposit to a third party, or
  - b) through the declaration of a public commercial tender intended for unspecified persons to achieve the best bid for concluding a contract according to the respective provisions of the Commercial Code, or
  - c) through the netting of mutual receivables, or
  - d) the sale of the deposit at voluntary auction according to a specific regulation, or
  - e) the sale of the deposit according to specific regulations.
- 15.11.2 The Bank shall send the Client a written notification on the selected manner of exercising the right of lien.

- 15.11.3 During the time of exercising the right of lien pursuant to provision 15.11.1. the Bank shall be entitled to change at any time the manner of exercising the right of lien. The Bank shall send the Client a written notification on the change of the selected manner of exercising the right of lien. The Bank shall be entitled, where necessary, to exercise the right of lien also via a third party; the Bank shall be free to grant full powers to such a third party to exercise the right of lien.
- 15.11.4 The Bank shall be free to satisfy the Receivable from the proceeds from the sale of the deposit through direct sale to a third party that pays the minimum price for the deposit, which the Bank shall be entitled to set in the manner of its own choosing and this being either the price equalling the nominal value of the deposit or as the price determined by an expert assessor from the respective field, appointed by the Bank, using the method according to the respective applicable legal regulation governing the valuation of the deposit.
- 15.11.5 In the case where the Bank does not succeed within 31 days from the date of notifying the Client of the commencement of the exercising of the right of lien through direct sale of the deposit to conclude a contract of sale the subject of which is the sale of the deposit for the price set pursuant to 15.11.4., the Bank shall be entitled to set a price for which the deposit may be sold to a third party, at minimum in the amount equalling the arithmetic average of two prices for which two persons having a business activity of factoring or forfeiting, or similar activity, express a will to acquire the deposit; in the case where more than two companies express an interest in purchasing the deposit, the minimum price for which the Bank may sell the deposit to a third party shall be set as the arithmetic average of the two highest offers.
- 15.11.6 In the case where the Bank does not succeed within 60 days from the date of notifying the Client of the commencement of the exercising of the right of lien through direct sale of the deposit to conclude a contract of sale whose subject is the sale of the deposit, for the price set pursuant to point 15.11.4 or 15.11.5., the Bank shall be entitled to sell the deposit to a third party at the price set pursuant to point 15.11.4. reduced by 20%.
- 15.11.7 In the case where the Bank does not succeed within 90 days from the date of notifying the Client of the commencement of the exercising of the right of lien through direct sale of the deposit to conclude a contract of sale whose subject is the sale of the deposit, for the price set pursuant to point 15.11.4 or 15.11.5. or 15.11.6., the Bank shall be entitled to sell the deposit to a third party for a price of at least 30% of the nominal value of the deposit.
- 15.11.8 The Bank shall be entitled to satisfy its receivable from the proceeds of the sale of the deposit through declaring a public commercial tender by the Bank. The period of one month from the publication of a public commercial tender shall be deemed a sufficient period for the duration of a public commercial competition. The announcement of the declaration of a public commercial tender in two daily newspapers issued with nationwide coverage in the Slovak Republic shall be deemed an appropriate manner of publishing the conditions of the public commercial tender. The most suitable of the submitted bids shall mean the bid to conclude a contract of sale having the highest purchase price and the earliest date for payment of the purchase price. The Bank shall be entitled to set the priority of the mentioned criteria in selecting the most suitable bid. The minimum price that shall be acceptable in the public commercial tender shall be the price determined in the manner stated in point 15.11.4.
- 15.11.9 In the case where a contract of sale is not concluded with the participant of the public commercial tender that submitted the most suitable bid for concluding a contract of sale, the Bank shall have the right to repeat the public commercial tender at a specified time. The minimum price that shall be acceptable in a first repetition of the public commercial tender shall be the price determined in the manner stated in point 15.11.4. reduced by 20%, and in a second repetition of the public commercial tender the acceptable price shall be at minimum 30% of the nominal value of the deposit.
- 15.11.10 canceled
- 15.11.11. The funds received by the Bank from a sub-debtor, which on the basis of a notification or proof of a right of lien fulfils its financial obligation of repayment towards the Bank, the Bank shall be entitled to hold at itself, without an obligation to accrue interest on these funds. If

the Client does not repay the Receivable duly and in time, the Bank shall be entitled to satisfy its repayable Receivable from the financial fulfilment received from a sub-debtor. If financial fulfilment received by the Bank from a sub-debtor exceeds the Receivable, the Bank shall be obliged to surrender to the Client without undue delay the financial fulfilment exceeding the Receivable after deducting costs expediently outlaid in connection with exercising the right of lien.

- 15.11.12 In the case where the sub-debtor's obligation is not payable, or where the sub-debtor on the basis of a notification or proof of a right of lien does not fulfil its financial obligation of repayment towards the Bank, the Bank shall be entitled to satisfy its payable Receivable also by exercising a right of lien pursuant to paragraphs 15.9.9, 15.11.1 to 15.11.9.
- 15.12 In any manner of exercising a right of lien the Client undertakes to provide maximum cooperation to the Bank, Bank-appointed auctioneer, expert assessor, or stockbroker. In the case where the Bank decides that it is necessary to perform a new valuation of the deposit, the Client undertakes to enable the Bank, auctioneer or expert assessor problem-free access to the deposit, or to premises where the deposit is located, or to hand over the deposit together with all documents necessary for its takeover, transfer and use of the deposit to the Bank, auctioneer or expert assessor, or to hand over to them all documentation concerning the deposit.
- 15.13 In the case of exercising a right of lien in any manner determined by the Bank the Client undertakes to hand over the deposit to the person or entity that acquired the right of property to the deposit, and this not later than 10 calendar days from the date of the delivery of a notification by the Bank on the exercising of the right of lien.
- 15.14 The Bank shall, without undue delay, after exercising the right of lien inform the Client in writing of the value of the proceeds from exercising the right of lien, of the costs outlaid for exercising the right of lien and of the use of the proceeds from exercising the right of lien. In the case where the proceeds from exercising the right of lien exceed the Receivable, there arises to the Client the right towards the Bank for the return of that part of the value of the proceeds from exercising the right of lien that exceeds the amount of the Receivable. This provision does not exclude the provision of the point 14. of these GBCs regarding the setting off.
- 15.15 The Bank shall be entitled to request from the Client payment of a contractual penalty, and this in an amount of up to 20% of the price set in the manner stated in point 15.9.4., should the Client have breached its obligations stated in the provisions of points 15.12. and 15.13. The right of the Bank for compensation of damages is unprejudiced thereby.
- 15.16 The Client agrees that the Bank may accept the payment for any of the Client's liabilities to the Bank from any third party.

## **16. CHARGES, COMPENSATIONS, COSTS**

### **16.1. Service Charge List**

- 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.
- 16.1.2. Unless otherwise agreed between the Client and the Bank, Charges are payable on the day stated in the Service Charge List, or on the day the chargeable action is carried out if such Charge is missing in the Service Charge List. The Bank's Receivables corresponding to Charges are payable on the stated date, and the Bank may debit the amount from any account of the Client or set it off against the Client's Receivables from the Bank arising out of any of the Client's accounts. If the balance of the Client's account is insufficient for paying up mature Charges, the Bank shall debit such amounts from the Client's account.
- 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.
- 16.1.4. A Client, who is a consumer as defined in a special regulation, may withdraw from the Agreement

with immediate effect within 15 days of the effective date of a change in the Service Charge List; if there are more than one party on the part of the Client, any of them may withdraw from the Agreement and such withdrawal will apply to all parties. If the Client does not withdraw the Agreement within the said time, then it shall be understood that the Client accepts the change in the Service Charge List. After the withdrawal of the Agreement, the parties thereto shall not return to each other amounts paid prior to the withdrawal of the Agreement. However, either party to the Agreement shall pay to the other party, within 15 days of the date the withdrawal is delivered to the Bank, all outstanding receivables which arose prior to the withdrawal of the Agreement. If an Agreement on providing money by the Bank to a Client is withdrawn in this manner, then the Client shall return to the Bank all required Charges relating to the repayment of the Receivable before the originally agreed due date of the Receivable.

## **16.2. Indemnity and reimbursement of costs**

- 16.2.1 The Client undertakes, upon request of the Bank, to immediately indemnify the Bank for all damages and to reimburse the Bank for all reasonable costs, including the cost of the Bank's legal representation, which the Bank will incur in connection with:
- a) non-performance of the Client's contractual obligation to the Bank, or
  - b) judicial proceedings or out-of-court proceedings which the Bank will attend in connection with judicial proceedings or a dispute between the Client and third parties.
- 16.2.2 If the Bank learns that it is incurring or might incur damage due to the Client's non-performance of his/her contractual obligation to the Bank, then the Bank shall take reasonable effort to avert or to minimize the damage.

## **16.3. Reimbursement of other costs**

- 16.3.1. The Client,
- a) who is not a consumer as set forth in a special regulation undertakes to reimburse the Bank for all other costs and expenses incurred by the Bank in connection with entering into, changing and terminating a contractual relation or a proposed contractual relation, notably notarial, judicial, administrative and other fees, the cost of documentation, cost of legal services, services of experts and tax and economic advisors, translators and interpreters,
  - b) who is not a consumer as set forth in a special regulation undertakes to reimburse the Bank for costs and of notarial, judicial, administrative fees and the cost of services of experts, translators and interpreters,
- 16.3.2. The Client undertakes, without delay upon the Bank's request, to pay to the Bank the amount of increased reasonable costs incurred in connection with entering into or performing the Agreement or in connection with financing the Bank's obligations under this Agreement which arose due to a change in the market situation, in cases, when Client is not a consumer as set forth in a special regulation, such Client undertakes to pay also costs which arose due to a change in or passing a new legal regulation binding for the Bank which applies to a Bank Product or the Bank in general, and a change in the construction of a legal regulation,

if such change in or passing of a new legal regulation binding for the Bank, change in its construction or market change took place after the relevant Agreement between the Client and the Bank was made.

- 16.3.3. The Client undertakes to pay the Bank further fees and costs incurred by the Bank in connection with making transfers in accordance with a special regulation, notably because
- a) the Client as the payer has not entered the account number in the structure required by the Bank, intermediating institution as set out in a special regulation or a payment services provider as set out in a special regulation or in the structure required by a special regulation;
  - b) the Client or other person involved in a transfer as the payer or the payee as set out in a special regulation in which transfer the Client is the payer or the payee as set out in a special regulation has stated in a Payment Order or in a moner transfer order data that have resulted in an increased cost of making the transfer on the part of the Bank, intermediating institution as set out in a special regulation or a payment services provider as set out in a special regulation.

16.3.4. The costs set forth in points 16.3.1 and 16.3.2 must be adequate, reasonable and effectively spent.

## **17. TERMINATION OF OBLIGATION RELATIONSHIPS**

17.1. The Bank and the Client may terminate the Agreement at any time without cause. The notice of termination shall take effect three days after its delivery to the other contracting party, unless otherwise agreed. If the Bank terminates the Agreement for a special reason (e.g. if the Client has breached his obligations or has acted fraudulently), the notice of termination shall take effect on the day it is delivered to the Client, unless otherwise agreed or unless a special regulation states otherwise. If the Bank terminates for a serious objective reason an agreement made for an indefinite term between the Bank and a Client, who is a consumer as defined in a special legal regulation, then the Bank shall explain to the Client the reason for the termination in writing.

17.2. The Bank may withdraw from an Agreement, notably if:

- a) the Client has stated incorrect data or withheld data on his property, or
- b) the Client has seriously breached the provisions of the Agreement or has not paid his monetary liability to the Bank when due, or
- c) the Client's situation has substantially changed and consequently there is no guarantee that the Agreement will be performed, or
- d) the Client's assets or liabilities have seriously deteriorated, or if in the Bank's opinion the repayment of the Bank's Receivables is otherwise at risk, or
- e) the Client upon request of the Bank has not provided an adequate Security or has not provided an additional Security in addition to the existing one, or
- f) the Client has not paid his monetary liabilities to other banks, provided other banks with a better security than the Bank has or has offer a security to other banks thereby threatening the performance of his duty to the Bank, or
- g) judicial proceedings have started against the Bank relating to any contractual relation between the bank and the Client, or
- h) the Bank has obtained credible information that a petition has been filed to declare the Client bankrupt or to permit the Client's restructuring or the Client is being wound up or petition has been filed to start the execution of a court ruling or distraint or voluntary auction of the Client's assets.

17.3. On the day the contractual relationship is terminated, the Bank and the Client shall take all steps needed to prevent damages.

17.4. The GBCs continue to be in force even after termination of the Client - Bank contractual relationship until their mutual relations are settled completely. The provisions of points 17.1. or 17.2 always supplement the provisions on terminating obligation relationships given in other parts of the GBCs.

## **18. ARBITRATION CLAUSE**

18.1. The Bank and the Client have agreed to make this arbitration agreement under section 3 of Arbitration Proceedings Act 244/2002 in the form of an arbitration clause to the Agreement which reads as follows:

18.1.1. The Bank and the Client have agreed that any disputes which have arisen or will arise out of Bank Business, any disputes which have arisen or will arise out of in connection with the bill of exchange issued by the Client to the Bank's order, as well as disputes which have arisen or will arise out of Agreements which specify the conditions of making Bank Trades or in connection with them, including disputes about their validity, construction or termination shall be referred to and decided by an Arbitration Court.

18.1.2. The Bank and the Client have also agreed that they shall be subject to the internal legal regulations of the Arbitration Court, notably its Statutes and Negotiation Rules, valid and effective on the start date of the arbitration proceedings at the Arbitration Court.

18.1.3. The Bank and the Client have also agreed that they shall honour the ruling of the Arbitration Court and such ruling shall be binding on both parties to the agreement.

18.1.4. The Bank and the Client have also agreed that this arbitration clause shall be part of the

- Agreement concluded between the Bank and the Client in connection with a Bank Product concerned irrespective of whether or not such Bank Product is specified in the GBCs.
- 18.1.5. The Bank and the Client have also agreed that this arbitration clause shall be binding on the successors of both parties to the agreement.
  - 18.1.6. The Bank and the Client have also agreed that a withdrawal from the Agreement made between the Bank and the Client under point 18.1.4. of this arbitration clause shall not apply to this arbitration clause which is part of the Agreement.
  - 18.1.7. The Bank and the Client have also agreed that all disputes specified in point 18.1.1. of this arbitration clause where the value of the disputed subject does not exceed the amount specified in the Statutes and which have arisen or will arise out of Agreements concluded after 31 December 2005 or in connection with such Agreements, shall be decided by one arbitrator. The arbitrator shall be appointed by a selected person of the Arbitration Court, unless the parties to the agreement agree otherwise in writing.
- 18.2. The Client may reject the arbitration clause within 30 days of the effective date of this provision or within 30 days of entering into the contractual relation with the Bank. If the Client rejects this arbitration clause within the time set out in the preceding sentence, then disputes will be referred to and decided by general courts in accordance with Act 99/1963 Civil Code as amended.

## **19. MISCELLANEOUS PROVISIONS**

- 19.1. If, for political, economic or other reasons, the financial market, which is of substantial importance for a given Bank Product, becomes considerably more expensive than it was at the time the relevant agreement was concluded or if the fulfilment becomes impossible, the Bank has the right to suspend the fulfilment of its contractual obligations or not to fulfil them at all.
- 19.2. The Client declares that all funds used by the Client or by an Authorised Person in doing a Bank Business are his/her/its property and that he/she/it is doing the Bank Business on his/her/its own account. This declaration is considered true and repeated each time a Bank Business is done, unless the Client declares otherwise in writing. If the Client or an Authorized Person does not own the funds with which he/she is doing a Bank Business, or if a Bank Business is being done on the account of other person, then the Client or the Authorized Person undertakes to deliver to the Bank a written declaration stating the first name, surname, identity number or date of birth and permanent address of the natural person or the name, registered office and company registration number, if available, of the legal entity that owns the funds and on whose account the Bank Business is being done together with the written consent of that person to use the funds for doing that Bank Business and to do the Bank Business on his/her account.
- 19.3. The Bank provides its Bank Products to the Client separately or in agreed upon combinations in accordance with the generally binding legal regulations on condition that the Bank does not exceed a total financial exposure limit for the Client.
- 19.4. The Client is not automatically entitled to the provision of Bank Products. The Client that was provided with any Bank Product, is not automatically entitled to the provision of other Bank Products.
- 19.5. In the case of any discrepancies between the Bank and the Client, accounting and other records maintained by the Bank in relation to the contractual relationship between the Bank and the Client shall always be a decisive document in relation to all issues to which they apply.
- 19.6. The Bank and the Client have agreed that all legal relationship concerning filing and processing reclaims and complaints of the Client regarding the correctness and quality of services provided by the Bank and which are not explicitly governed by GBC are subject to the Reclamation Rulebook.
- 19.7. The Bank and the Client have agreed that the Bank may make changes in the Reclamation Rulebook. A change in the Reclamation Rulebook shall be made by the Bank by Publication, and this change shall take effect on the day stated in the Reclamation Rulebook. The complete text of the Reclamation Rulebook shall be determined by the Bank by Publication.
- 19.8. If there are several persons on the part of the Client as a party in the legal relation between the Bank and the Client, then these persons are jointly and severally liable to the Bank, unless otherwise stated in these GBCs, special business conditions or an Agreement.
- 19.9. The Bank shall make an Agreement with the Client in Slovak language, unless the Bank and the Client agree otherwise. If an Agreement between the Client and the Bank is made in Slovak

language and also in other language, the Slovak-language Agreement shall prevail, unless otherwise agreed. The Slovak-language version of the GBCs or of the specific business terms issued by the Bank for the individual types of Bank Products shall always prevail. The provisions of this section shall apply, where appropriate, also to other documents drawn up in Slovak and simultaneously also in other language, provided that the documents relate to an Agreement and a Bank Product provided by the Bank to the Client.

- 19.10. All contractual relationships between the Bank and the Client are governed by the legislation of the Slovak Republic, unless the Bank and the Client agreed otherwise.
- 19.11. The Bank, if it is the plaintiff, may submit a proposal to start proceedings in any court in the Slovak Republic or abroad, if the court is the Client's substantially competent court.
- 19.12. If any of the provisions of the GBCs or of any Agreement between the Client and the Bank becomes null and void or impossible to enforce, this shall not affect the validity and enforceability of the other provisions GBCs or of the agreement. In this case, the parties to the agreement undertake to replace the invalid or unenforceable provisions with valid and enforceable ones whose legal importance and effects will be as close as possible to the provisions to be replaced.
- 19.13. All Agreements concluded between the Bank and the Client shall become valid and take effect on the day of signing by the parties to the Agreement and are made for an indefinite period of time unless otherwise agreed.
- 19.14. All Agreements, unless agreed between the Bank and the Client otherwise, which were concluded in writing between the Bank and the Client may be amended or supplemented only in writing and such amendments must be signed by both parties to the Agreement.
- 19.15. All Agreements concluded between the Bank and the Client are made in such a number of originals that each party to the Agreement receives one equally valid original, unless otherwise agreed.
- 19.16. The Client agrees that the Bank may at any time assign to a third party any of the Bank's Receivables from the Client irrespective of whether the Receivable is now existing, hereafter arising, due now, due later, time barred or not time barred, and that the Bank may assign to a third party any of the Bank's obligations to the Client. The Client may assign his/her receivables from the Bank or transfer the Client's obligations towards the Bank only with the Bank's prior written consent; the Bank's prior written consent is not required in case of establishing pledge on receivables of the Client as the pledger towards the Bank as the pledgee. The Bank shall not refuse to give its consent to the Client, who is a consumer as set forth in a special regulation, to such assignment without cause.
- 19.17. The Bank is authorized to change and supplement the GBCs (a change also means a partial or full replacement of the GBCs with specific business terms and conditions) and if agreed with the Client, the Bank is also authorized to change the individual conditions of an Agreement for the following reasons:
  - a) changes in legal regulations and of applicable law, or
  - b) developments and changes in the banking and financial markets which can objectively influence the provision of Bank Products or the conditions of their provision, or
  - c) changes in the technical possibilities of provision of the Bank Products, or
  - d) securing safe functioning of the bank system, or
  - e) securing prudent banking business of the Bank and banking stability, or
  - f) quality improvement and simplification of the provision of the Bank Products or the extension of the range of the Bank Product portfolio on offer.The current text of the GBCs and a change in a particular condition of an Agreement will be determined by the Bank by Publication no later than 15 calendar days before the effective date of the change. The Client may express his disagreement to such change by a written notice to be delivered to the Bank within 15 calendar days of the determination of such a change by Publication.

If such change made in the GBCs or in the conditions of an Agreement is a change in a framework agreement as set out in the Payment Services Act, the Bank will determine such change by Publication:

  - a) no later than two months before the effective date of the change, if the framework agreement is made with a Client who is a consumer as defined in the Payment Services Act. In such case the Client may express his disagreement to such change by a written notice to be delivered to the Bank within two months of the day on which the change was determined by

Publication.

- b) no later than 15 calendar days before the effective date of the change, in the case of a framework agreement made with a Client that is not a consumer as defined in the Payment Services Act. In such case the Client may express his disagreement to such change by a written notice to be delivered to the Bank within 15 calendar days of the day on which the change was determined by Publication.

If a Client is represented by several participants, disagreement to a change in the GBCs or in a particular condition of an Agreement may be expressed by any of them. If this happens, changes and supplements will take effect on the day stated in them, if the Client (i) takes any action towards the Bank after the Publication of the GBCs and the change in the particular condition of the Agreement or (ii) continues to receive Bank Services from the Bank in a manner indicating that he wishes to carry on with this contractual relation with the Bank, or (iii) confirms by his actions that he knows the text of the amended or changed GBCs or the particular condition of the Agreement. If the Client expresses his disagreement to such change within the period set out above and no agreement is reached, then the Client may terminate his contractual relation with the Bank with immediate effect, and if the reason for the contract termination is disagreement to a change in the provision of payment services under a special regulation, then the termination will be free of Charge. If the Client is represented by several participants, the contractual relation with the Bank may be terminated with immediate effect by any of them and the contract termination will apply to all the participants. In such case the Bank may also terminate its contractual relation to the Client with immediate effect and declare the Bank's Receivables from the Client immediately due.

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 as described in the preceding sentences in this paragraph of the GBCs, and such changes will be based on the reference interest rate or the reference exchange rate.

- 19.18. The GBCs shall take effect on August 1, 2002. All contractual relations established between the Client and the Bank after the effectivity date of the GBCs shall be subject to the GBCs, unless otherwise stated in them. Contractual relations which were subject to any of the preceding business conditions, shall be subject solely to the GBCs from the day the GBCs take effect. The Client agrees that the GBCs fully supersede the original business conditions and similar documents of the Bank, and that such contractual relations shall be subject solely to the GBCs, unless otherwise stated in the GBCs.