



# GENERAL COMMERCIAL TERMS AND CONDITIONS of Tatra banka, a.s. for clients being natural persons – entrepreneurs and legal persons

## Article I. Definitions and Terms

For the purposes of these General Commercial Terms and Conditions of Tatra banka, a.s. for clients being natural persons - entrepreneurs and legal entities (hereinafter the "GTC") and the legal relationship between the bank and clients being natural persons - entrepreneurs and legal persons, the following meanings are ascribed to the definitions and terms below:

1. **Bank** means Tatra banka, a.s., Hodžovo námestie 3, 811 06 Bratislava, Organisation ID No.: 00 686 930, registered in the Companies Register of the Municipal Court Bratislava III, Section: Sa, Insert No. 71/B, bank license granted under the resolution of the National Bank of Slovakia no. UBD- 1788/1996 in connection with resolutions no. UBD-22-1/2000, UBD- 861-2/2000, UBD-762/2002, UBD-404/2005, OPK-1156/3-2008 and OPK-11394/2-2008, electronic address: www.tatrabanka.sk and tatrabanka@tatrabanka.sk. The Bank provides payment services in line with the Act on Payment Services and its activities are supervised by the National Bank of Slovakia.
2. **Banking Information** is any information concerning the Bank's Clients that the Bank files in its information system or other documents, receives when performing banking activities or activities related thereto, whereby the information is not publicly accessible. The Bank is obligated to keep these information including documents concerning the Client in secrecy and protect them against disclosure, misuse, damage, destruction, loss or theft, and provide them to the third parties only upon prior written consent of the particular Client, or upon the Client's written instruction, unless specified otherwise herein or by the generally binding legal regulations.
3. **Bank Working Day** for SEPA instant payments and SEPA payments without conversion within the Slovak Republic is a day when the Bank and other institutions participating in transfer of the funds perform their activities. Bank Working Day for other payments is a day when the Bank and other institutions participating in transfer of the funds perform their activities and this day is not a public holiday or a non-working day.
4. **Bank Connection** for payments within the territory of the Slovak Republic in EUR currency refers to an interbank account number consisting of twenty four characters (IBAN). Bank connection for other transfers refers to IBAN or the payee's account number, the account name and address of the payee, the swift code/BIC (Bank Identification Code) or the name and address of the payee's bank. IBAN and BIC is a unique identifier for the purpose of an unambiguous identification of the user of payments services or their payment account for payment transactions.
5. **Current Account** is an account opened by the Bank for its owner in an agreed currency upon a written contract and for an indefinite period, unless the Bank agrees with the Client otherwise. In line with the agreed terms and conditions, the Bank accepts for the Current Account the financial deposits or payments executed in favour of the Account owner, and uses the funds on the Current Account upon a written order of the Account owner, or pays out a required sum upon fulfilment of the terms set out in the contract, or executes on behalf of the Account owner payments to the persons appointed by the Account owner.
6. **BIC** (Bank Identifier Code) or bank swift code is an international bank identification code containing 8 or 11 characters and is used for identification of a financial institution with payment transactions.
7. **Service Tariff** is a Bank-produced overview of charges and prices for products and services. The Service Tariff comprises particularly the Service Charges of Tatra banka, a.s. or part thereof, the charges and prices for products and services offered and sold within the business network of Tatra banka Group and the principles of charging.
8. **Cut-off Time, or the time of system closure** is the time by which the Bank accepts or receives payment orders or other types of orders and by which it executes transactions under the maturity date of the order placement or receipt. The Bank processes accepted or received payment or other orders throughout the entire Bank Working Day. Payment or other orders and payments the Bank receives after the Cut-off Time are deemed received on the following Bank Working Day. The Bank approves the Cut-off Time and publishes it at its Business Premises.
9. **Cut-off time for payment of Bank's receivable or the time of system closure for repayment of Bank's receivable** is the time by which the Client is obligated to provide sufficient financial means in the account for the purpose of offsetting a payment of a receivable or a portion thereof. The Bank approves the cut-off time for payment of Bank's receivable and publishes it at its Business Premises.
10. **Cut-off time for SEPA Direct Debit or the time of system closure for SEPA Direct Debit** is the time by which the Client is obligated to provide sufficient financial means in the account for the purpose of

debiting a collection. The Bank is entitled to change or implement a new Cut-off Time in case of a change of technical or procedural rules applied with payment services. The Bank notifies its clients of the Cut-off Time and of its changes a sufficient time in advance in writing and also on its web site and at its Business Premises.

11. **Express Payment** is a payment with a shortened term of transfer execution when the Bank debits the transfer sum on the maturity date (if the respective order was submitted until the Cut-off Time determined by the Bank) and submit the documents required for transfer execution to the intermediary institution in such manner that credit of the transfer sum to the beneficiary's bank account is provided without undue delay after the transfer sum has been debited from the principal's bank account. Express payment is specifically charged in line with the List of Service Charges.
12. **IBAN (International Bank Account Number)** refers to an international bank account number that enables unique identification of a beneficiary and automated payment processing. It contains a country code, a control number (it is calculated under precisely defined algorithm upon a bank code, an account prefix and account number), bank code, Client's account prefix and number.
13. **IBAN validator** is a mechanism for control of the beneficiary's IBAN code structure correctness upon specification of Account structures of individual countries on the part of the Bank, and that for the reason of delivering automatic cross-border transfer processing via the clearing system. The overall correctness of the IBAN falls under the liability of the Client.
14. **Beneficiary's identifier (CID – Creditor Identifier)** is a unique identifier of a SEPA direct debit beneficiary. It allows payers and banks of payers verify SEPA direct debit and process or refuse a direct debit in terms of a payer's request. The CID consists of a code of the respective country, 2 control numbers, a code defining business activities of the beneficiary and not more than 28 digits is determined for a national identifier of a beneficiary. The beneficiary's identifier is assigned in the Slovak Republic by the National Bank of Slovakia on basis of a written request of a SEPA direct debit beneficiary by means of their bank.
15. **Client** is a natural or legal person who enters in such contractual relationships with the Bank that cover the banking activities listed in the Act on Banks, and also a person the Bank negotiates a transaction with, even if the transaction eventually does not take place, as well as a person who ceases to be a Client of the Bank. For purposes of legal relationships between the Bank and its Clients, the Bank categorises natural persons - entrepreneurs under the group of legal persons. The terms Account owner, Payment Service user, Authorized person, Payer and Beneficiary are used herein only for a more precise distinction of the Client's status.
16. **Exchange Rate Table** is a Bank-produced overview of exchange rates of one currency to another that, unless agreed otherwise, is binding for the Bank and the Client. The exchange rate of currencies the Bank trades in is for the most part produced upon the current prices on the interbank market for each Bank Working Day. The Bank publishes the current exchange rate table and changes thereto at its Business Premises and on its web site, or in other manner arranged in a contract along with the effective date, while the Bank provides publishing at latest two months before the change comes into effect. The exchange rates of individual currencies can be changed in the course of a Bank Working Day, while change of the exchange rate based on the reference exchange rate may be applied immediately yet without prior notification sent to the Client.
17. **SEPA Direct Debit Mandate** is a consent of the Client to SEPA Direct Debit of financial means from Client's current account maintained with the Bank in EUR currency under the terms and conditions governed by these GTC.
18. **Extra charge for manual processing of payment order due to missing or erroneous data** is an additional charge cleared from the account of the payer. This type of charge can arise as a result of incorrectly placed payment instructions in a payment order whereupon a bank cannot process the transfer automatically and manual entry is required. The Bank is entitled to clear this charge also in case there is not enough amount of funds in Client's Account.
19. **Bank's Business Premises** are those premises of Bank's branches and other administrative premises of the Bank where as a rule legal relationships between the Bank and the Client are concluded. Bank's Business Premises are deemed the places of performance. All legal relationships between the Client or the third party and the Bank conform to the law applicable at the place of performance, unless agreed otherwise by the Bank and the Client.
20. **Moment of Payment Order Receipt** is the day of delivery or submission of a payment order to the Bank. Moment of Payment Order Receipt need not be identical with the maturity date specified therein. The Bank executes a payment on the basis of a maturity date specified in the order. If this date is not specified therein, it is deemed the Moment of Payment Order Receipt. Cut-off Time conditions specified herein shall remain unaffected for the Moment of Payment Order Receipt.
21. **SEPA Instant Payment** is a payment order - payment in EUR sent by Bank from an account maintained in EUR, with the beneficiary's and payer's account

held with banks participating in the SEPA Instant Payment scheme. The funds are credited to the beneficiary's account within a few seconds.

22. **SEPA payment** is a payment order -payment in EUR currency from a payer's account to a beneficiary's account while both accounts are maintained with banks involved in SEPA. SEPA payment order must meet determined criteria, and that being specification of a beneficiary's account number in IBAN format, specification of a payment instruction "charges of other banks are borne by the beneficiary, i.e. SHA or eventually SLEV". In case a SEPA payment order does not contain some of the criteria specified herein, such transfer shall be rejected by the bank.
23. **Payment Instruction** means a Client's instruction that relates to the fees associated with the execution of a payment order. The Bank executes payment orders with the Payment Instruction SHA or OUR. SHA instruction - the Bank's fees are borne by the payer (remitter) and the beneficiary's bank's fees are borne by the beneficiary (including the fees of other banks participating in the payment on the beneficiary's side). OUR instruction - both the Bank's fees and the fees of the beneficiary's bank (including the fees of any other banks involved in the remittance) are borne by the payer (remitter). If the payer specifies a payment instruction other than "SHA" or "OUR" in the order or does not specify any Payment Instruction for the payment of fees, the order will be executed with the Payment Instruction "SHA". The permitted Payment Instruction in a payment order in EUR, in a foreign currency or in the currency of EU and EEA Member States to a beneficiary's bank established in an EEA country is the SHA Payment Instruction. For a payment order in a foreign currency or, where applicable, a payment order in EUR or in the currency of EU and EEA Member States to a beneficiary's bank established in a non-EEA country, the permitted Payment Instruction is SHA or OUR.
24. **Specimen Signature** is a document listing the persons authorised to act on behalf of the Client and the method and scope of their acting. Specimen Signature may be a separate document (e.g. List of Authorised Persons and specification of the extent of account authorisations), or can be a part of the agreement. The persons authorised to act in the name of the Client can be defined in the specimen signature under M, D, K and V groups and the method of their acting can be defined under the S, A or B level. If an authentic graphic image of the Client's signature, i.e. Client's name and surname, or surname is a part thereof, it must contain personality characters indicating individuality. The above also applies to the graphic

image of the Client's signature contained in any other Bank form. Specimen Signature is stored with the Bank and can serve for Client's identification in business relationships related to the Account. Specimen Signature also defines the authorised persons who can execute electronic media payment transactions in the name of the Client by means of electronic communication and also other legal acts determined either in the respective Specimen Signature attached to the Agreement on Provision of Banking Services to Account By Means of Electronic Communication Media or in other agreement concluded with the Bank and also in the Commercial Terms and Conditions of Tatra banka, a.s. for Electronic Banking. The authorised person specified in this manner is always entitled to define or cancel the access to the respective account for third parties.

**M Group (account owner, statutory representative, attorney-in-fact)** refers to a person authorised by the Client via specimen signatures for establishment, change and cancellation of relationships related to the particular account, for appointment, change or cancellation of persons in the specimen signatures to the particular account, and for requesting Banking Information of the particular account. A person of the M Group concurrently holds the authorisations of the persons of the D, K and V groups.

**D Group (person authorised to dispose of the Account)** refers to a person authorised by the Client via specimen signatures to dispose of the funds in the account, and to independently request information of the account required for the performance of their authorisation (i.e. the information on the account name and number, the account balance and transactions, and an account statement), to independent submission of a request for intermediation of payment refund and also to independently apply for provision of Client's account information for audit purposes. A person of the D Group concurrently holds authorisations of the persons of the K and V groups.

**K Group (courier)** refers to a person authorised by the Client via specimen signatures to receive account statements, to present contracts, applications, transfer orders, and other documents signed by the persons of the M or D groups, to receive account cash upon a presented order of the authorised persons. A person of the K Group concurrently holds authorisations of the persons of the V Group.

**V Group (depositor)** refers to a person authorised by the Client via specimen signatures to deposit the Client's funds to the Client's account. S Level of a person defined in specimen signatures refers to an independent method of acting on the part of a person of the M or D groups.

**A Level** of a person defined in specimen signatures refers to a joint scope of acting on the part of a person of the M or D groups. A person under the A level can act along with other person under the S, A or B level.

**B Level** of a person defined in specimen signatures refers to a joint scope of acting on the part of persons of the M or D groups, and a person under the B level can act along with other persons under the S or A level.

The Specimen Signature may also contain a definition of the scope of authorisations for the use of banking services for the account via electronic communication media. The definition of these authorisations may include the following services and account authorisations:

Internet banking - passive form or active form (with limit) or active form without limit

DIALOG Live - passive form or active form

The exact scope of these authorisations is set out in the Tatra banka, a.s. e-banking Terms and Conditions. This part of the specimen signature form is considered to be the Agreement on the provision of selected banking services to the account via electronic communication media.

25. **Charges of Other Payment Service Providers** are processing charges of other payment service providers than the payer's bank incurred upon the transfer. The payer specifies in the payment order whether charges of other payment service providers will be borne by the payer or the payment beneficiary. The Bank is entitled to settle charges of other payment service providers even if there are not sufficient funds in Client's account.
26. **Account Information Service Provider** (hereinafter the "**AISP**") is a party which provides payment services related with information about a payment account maintained by the Bank accessible on-line in the Internet environment.
27. **Card Based Payment Instruments Issuers** (hereinafter the "**CISP**") is a party which provides payment services of issuance of a payment tool for a payment account maintained by the Bank being accessible on-line.
28. **Payment Initiation Service Provider** (hereinafter the "**PISP**") is a party which provides payment initiation services in the Internet environment (i.e. execution of payment transactions) for a payment account maintained by the Bank being accessible on-line.
29. **Order of Claim Procedure of Tatra banka, a.s.** (hereinafter the "**Order of Claim Procedure**") regulates the procedure, rights and obligations of the Bank and the Client upon application and settlement of claims concerning the quality and correctness of the provided Bank's services. The Bank is authorised to amend and change the Order of Claim Procedure. The Bank publishes the

amendment to the Order of Claim Procedure at its Business Premises and on its web site, or in other appropriate way. The Order of Claim Procedure is available at every branch of the Bank and on its web site.

30. **Service Charges of Tatra banka, a.s.** (hereinafter the "**Service Charges**") is a document comprising charges and prices for Bank's products and services. The Bank is authorised to change the extent of provided products and services, as well as the amount of charges and prices for products and services in the Service Charges. The Bank is authorised to adjust and change the amount of charges in divergence from the Service Charges for selected clients. The Bank publishes the change of Service Charges along with the effective date thereof at its Business Premises and on its website, or in other appropriate way agreed on with the Client. The Service Charges are available at every branch of the Bank and on its web site, and that either as a separate document or as an integrated part of the Service Tariff. Provision of the Section 5.4. of these GTC is applicable also for the Service Charges.
31. **SEPA** (Single Euro Payments Area) is an area where natural persons and legal persons can execute and receive payments in EUR currency within the countries involved in SEPA (the list of countries currently involved in SEPA is published on [www.tatrabanka.sk](http://www.tatrabanka.sk)) under the same basic conditions for executing thereof.
32. **SEPA Direct Debit** (hereinafter the "Collection") is a payment in EUR currency executed within the countries of the SEPA area on the basis of SEPA Direct Debit Mandate to collect financial means from current account of a payer in favour of the account of a beneficiary with the payment order submitted by the beneficiary. SEPA Direct Debit is executed by the Bank under the condition that the Client as a SEPA Direct Debit payer has arranged with the Bank to access the Client's account for SEPA Direct Debit as Level 1 or Level 2.
33. **Accessing Account for SEPA Direct Debit** is a service provided by the Bank for Client's current account maintained with the Bank in EUR currency enabling the Client to select from three options of SEPA Direct Debit execution offered by the Bank. The Bank provides for its clients the following levels of Accessing Account for SEPA Direct Debit:
- Level 1** - allows the Bank execute every SEPA collection payment on the basis of the SEPA Direct Debit Mandate provided by the payer directly to the payment beneficiary without the need to deliver the SEPA Direct Debit Mandate also to the Bank.
- Level 2** - allows the Bank execute every SEPA collection payment only subject to the condition that at latest on the Bank Working Day preceding maturity of the delivered of the SEPA Direct Debit payment order by the payment beneficiary the Bank



has been delivered by the payer also the SEPA Direct Debit Mandate the payer has granted to the payment beneficiary; failing which the Bank shall not execute the SEPA collection payment. The Client is authorised to grant the SEPA Direct Debit Mandate in a written form at a Bank branch or by means of electronic communication media.

**Level 3** - does not allow the Bank execute SEPA collection payment from the Client's account.

34. **Spot Value Date or Value Date** refers to the day of settlement of funds in the correspondent institution's account in case of outgoing payments or in the account of payment services recipient in case of payments processed via TARGET2 system. It is the day the Client can dispose of the funds in their account without debit interests in case of incoming payments.
35. **Consumer** is a natural person, who does not act within the capacity of their employment, profession or business activities, or as a statutory body of a legal entity, proxy or representative thereof (including representative of a natural person - entrepreneur) upon concluding and/or performing the contract subject-matter whereof is provision of payment services. In Bank's view, Consumer is not a legal person or a natural person – entrepreneur, and that not even in case if such person employs less than ten persons, or annual turnover or balance thereof does not exceed EUR 2.000.000.
36. **Third Parties** (hereinafter also the "TPP") are all or any of the parties providing payment services like AISP, CISP, PISP as defined in par. 24, 25, 26 herein. Authorisations of the Third Parties related to access to the payment accounts are arranged between the Client and the Bank in a separate agreement between the authorised person and the Bank which is concluded in the environment of electronic communication media.
37. **Account** is a current or deposit account (hereinafter the "Account") opened by the Bank for its owner in an agreed currency under a written contract for an indefinite period, unless the Bank agrees with the Client otherwise. An account owned by two or more persons is referred to as the joint account. Deposit in the account opened with the Bank is deemed deposit pursuant to Article 3, par. 1 of Act No. 118/1996 Coll. on Deposit Protection, as amended. Change of the Interest Rate based on reference rate, as well as change of the Interest Rate that is more favourable for the Client can be applied immediately even without prior notification. Interest Rates are available at every branch of the Bank and on its website.
38. **Interest Rates** is a document containing interest rates set by the Bank for individual products and services of the Bank. The Bank determines the interest rate related to transactions of the Bank and the Client depending on the situation of the financial

market. The Bank shall publish the change of interest rates at its Business Premises and on its web site, or in other appropriate way agreed in a contract, along with the effective date thereof, whereas the Bank shall deliver the publication at latest two months prior the change effective date.

39. **Deposit** is the funds entrusted to the Bank that represent an obligation that these funds will be paid to the Client. Deposit is deemed deposit pursuant to Article 3, par. 1 of Act No. 118/1996 Coll. on Deposit Protection, as amended.
40. **Deposit Account** is an Account that the Bank opens for its owner in an agreed currency under a written contract, unless the Bank agrees with the Client otherwise. Under a contract on Deposit Account, the Bank covenants to pay interests in the Account funds and the Client covenants to deposit the funds in the Account and leave use thereof upon the Bank. Deposit in the account opened with the Bank is deemed deposit pursuant to Article 3, par. 1 of Act No. 118/1996 Coll. on Deposit Protection as amended.
41. **Act on Payment Services** means valid and effective Act No. 492/2009 Coll. On Payment Services and on the amendment and supplementation of certain act as amended, or a legal regulation that supersedes the Act.
42. **Account Cancellation** is an act on the part of the Bank whereupon the Account maintenance shall be in case of termination of contractual relationship between the Bank and the Client technically cancelled in the Bank's information system. The Bank stores information on cancelled Account and related Account documentation for the period set out in the generally binding legal regulations.

## ARTICLE II. Account

### 2.1. Account Opening and Maintenance

- 2.1.1. Unless the Bank agrees with the Client otherwise, the Bank opens Current Accounts and Deposit Accounts, in EUR and foreign currencies under a written contract. Unless otherwise specified in the relevant contract with the Client, the contract is concluded for an indefinite period. No person is legally entitled to have any Account opened, or service provided, and that neither in case the Bank has already opened an Account for the person.
- 2.1.2. Unless the Bank agrees with the Client otherwise, Accounts are maintained in the name and surname/business name of the Client. The Bank can upon the Client's request complete the Account identification as required by the Client. Each Account has its own number.

## **2.2. Disposing of Account and Funds**

- 2.2.1. The Account owner is authorised to dispose in full range of the Account and funds in the Account. They are mainly authorised to open and cancel the Account, propose a change in the agreed conditions of the contract, dispose of funds in the Account, to enter, change and cancel the persons authorised in Specimen Signatures, to demand Banking Information, to block funds in the Account Authorisations and access to the payment account of the Account owner by means of Internet including access by means of third parties is defined by a separate agreement of the authorised person with the Bank in the environment of electronic communication media.
- 2.2.2. The Account owner can authorise other persons to perform on their behalf single powers of disposal regarding the Account and/or funds in the Account either by delegation of all powers by means of establishing a Specimen Signature to the Account, or by granting a written power of attorney. The granted disposal authorisations regarding the Account and/or funds in the Account through establishment of a Specimen Signature to the Account, or upon limitation of disposal of the Account and/or of the funds in the Account do not affect the Client's acting under other contractual relationships with the Bank that can involve the Bank's right to clear its receivables from the Client from such an Account.
- 2.2.3. The Account owner is obligated to specify the method of acting of the authorised persons (individually or jointly). The Bank is not obligated to accept any other limitations of acting and signing.
- 2.2.4. In case the Account owner or the authorised persons use stamps when performing single powers of disposal regarding their Accounts and/or funds in the Accounts, the Bank is obligated to check only compliance of the stamp data with the business name or name of the Client defined in the Account Specimen Signatures; however, it does not bear responsibility for the graphic and other differences of used stamps. In case of doubt of the stamp authenticity, the Bank is entitled not to execute the Client's order.
- 2.2.5. Unless a generally binding legal regulation or these GTC do not specify otherwise, the power of disposal of the Account and/or funds in the Account is valid until delivery of a written cancellation of the power of attorney, or until delivery of other document justifying the facts leading to opening, change or cancellation of the powers of disposal of the Account and/or funds in the Account. Changes to Specimen Signatures are obligatory for the Bank as of the Bank Working Day following their delivery to the Bank.

## **2.3. Interest Bearing and Fee Charging**

- 2.3.1. The Bank bears interests in the Account in line with currently valid Interest Rates, and that in the currency in which the Account is maintained, while if an Interest Rate is determined as a positive number, the interest specified under such Interest Rate is paid by the Bank to the Client and if an Interest Rate is determined as a negative number, the absolute value of the interest on deposit specified under such Interest Rate is paid by the Client to the Bank.
- 2.3.2. Interest bearing starts upon funds clearing in the Client's Account and ends on the day preceding the funds withdrawal or transfer day. Credit interest bearing is accrued on a 365-day basis. The interest is calculated on a daily basis. The Bank shall settle the credit interest in the Client's Current Account once a month, i.e. as at the last calendar day of a particular month, unless the Bank agrees with the Client otherwise. If the last calendar day of a particular month or a particular year falls upon a Sunday or a public holiday, the Bank shall settle the credit interest in the Current Account as at the day before the last calendar day of a particular month.
- 2.3.3. Charges for Account maintenance, provision of products and services, provision of information to the Client on the issues regarding the Client or ensuing from the contractual relationship of the Client with the Bank, presentation of report to the auditor of the Client, as well as for individual actions required for clearing the Account items in line with the Service Charges. Charges are cleared in monthly intervals, after provision of the product or service, after performance of the individual act, or otherwise as agreed, whereas the Bank is for this purpose authorised to use the funds in Client's Account for the off-set thereof.

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

- 2.4.1. The Bank shall inform the Client about settlement of charges, payment transactions and balance in the Account via an electronic account statement on a monthly basis, unless agreed otherwise with the Client. The Bank shall inform the Client of transactions and balance in the Current Account only if such transactions occur in the course of the period agreed in the contract. The Bank informs the Client of transactions in the Deposit Account only if such transactions occur in the course of Deposit tying period. If the Client asks for additional or more frequently provided information of charge settlement, payment transactions or balance and transactions in the Account, or if the Client asks for sending information by other means than via an electronic account statement on a monthly basis, the Bank is entitled to charge such provision of information in terms of the Service Charges.

- 2.4.2. The Bank informs the Client of non-execution of a payment order or of refusal to execute a payment order via electronic communication media or via telephone or by means of an advice and specifies therein the reasons for such refusal and if possible, also the error correction procedure.
- 2.4.3. At least once a year the Bank shall inform the Client about the amount of balance in Client's Current Account in the account statement usually as of the end of a calendar year. The Bank may deliver the Client information containing Current Account balance also by means of electronic communication media.
- 2.4.4. The Bank is authorised to suspend delivery of account statements to the Client if the Account is in unauthorised overdraft or if the Bank learns of the Client's death. In case of death of a joint account owner, the Bank is authorised to deliver statements to this Account to the other owners. The Bank is authorised to suspend delivery of account statements to an alternative/contact address specified by the Client in case the recipient of such mail notifies the Bank in writing of their disapproval with sending accounts statements to the recipient's address. The Bank is also authorised to suspend delivery of account statements to the address specified by the Client in case it is repeatedly (at least three consecutive times) returned to the Bank as undelivered due to unknown recipient. Rules for suspending the delivery of the statement shall appropriately be applied also to other notifications including the information about the account balance pursuant to Section 2.4.3.
- 2.4.5. The Client is entitled to ask for change of account statement interval, language or method of delivery also by means of electronic communication media. The Bank and the Client who is not a consumer in terms of these GTC have agreed in line with Act on Payment Services that provisions of Sections 31 to 43 of the Act on Payment Services shall not apply to their contractual relationship. Referring thereto the Bank shall be entitled to charge the Client in terms of the Service Charges for provision of information on settlement of charges, on payment transactions and on account status and transactions.
- 2.5.2. The Client is obligated to settle the unauthorised overdraft in the Current Account. The Bank is authorised to ask the Client to settle the unauthorised overdraft, and that also in writing, whereas it shall determine the period for settlement thereof.
- 2.5.3. The Bank is entitled to charge the Client for the sum by which the Account is in the unauthorised overdraft with the interest on unauthorised overdraft (also determined as penalty interest) set out by the Bank, and that as of the unauthorised overdraft start date. If not specified otherwise, the Bank charges the interests on unauthorised overdraft on a monthly basis, and that as at the last calendar day of a particular month, unless the Bank agrees with the Client otherwise. If the last calendar day of a particular month falls upon a Sunday or a public holiday, the Bank shall charge the interest on unauthorised overdraft as at the day before the last calendar day of a particular month. In case of debit interest bearing a year of 360 days is taken for the year base.
- 2.5.4. The Bank is entitled to write off the amount of the unauthorised overdraft on the Account in relation to another account of the Client held with the Bank, including accounts held with Tatra banka, a.s., an organisational unit of Raiffeisen banka, or to recharge such amount of the unauthorised overdraft to another account of the Client in the unauthorised overdraft. This is without prejudice to the provision of Section 2.5.3.

## **2.6. Funds Blocking**

- 2.6.1. Unless specified otherwise in these GTC, in commercial terms and conditions for a particular product, in the corresponding contract or in specimen signatures accepted by the Bank, specimen signatures to an Account established by the Account owner are valid until the moment the Bank learns the Account owner has died. Should the Bank be advised that the Client has died and the specimen signature to the Account becomes null and void in line with the previous sentence, it shall not execute any orders in respect of the funds in Client's Account provided this Account is held solely by one owner. The Bank shall allow other persons to dispose of the funds in the Account in compliance with instructions of the court or other authority delivering inheritance proceedings. In case of joint Account, the other owners are authorised to dispose of the Account.
- 2.6.2. The Bank shall block disposal of the funds in the Account of the Client in the required amount in the following cases:
- a) enforcement of a judgement or foreclosure order to collect a receivable issued by the court, bailiff, tax authority or other authority,
  - b) enforcement of a judgement or foreclosure order to sell securities and present a

## **2.5. Unauthorised Overdraft of Account Funds**

- 2.5.1. The Bank is authorised to debit its receivables from the Client from their account, and that even in case the funds in Client's Account are not sufficient and such a debit would result in an unauthorised overdraft, or if the Account has already been in an unauthorised overdraft and such a debiting would increase its limit. Bank is entitled to proceed according to the preceding sentence also in relation to the tax which it will be obliged to collect from the Client as its payer.

Passbook, issued by the court, bailiff, tax authority or other authority,

- c) enforcement of a decision made by law enforcement authority or court,
- d) bankruptcy petition over Client's property,
- e) agreement between the Bank and the Client.

2.6.3. The Bank can block disposal of the Client's Account funds for a necessary period:

- a) in the case the Bank reasonably suspects that funds in the Account are intended for committing a crime, originate from a criminal activity or participation in a criminal activity, or that Client's activity is not in compliance with the generally binding legal regulations or these Commercial Terms and Conditions, or there is a threat of causing an immediate damage to the Client,
- b) for reasons related with security of the transaction or a suspicion of unauthorised or fraudulent transaction,
- c) if unauthorised overdraft of funds shall have arisen in the Client's Account and the Client shall not have settled it within the period specified by the Bank,
- d) in case of an increased risk of Client's insolvency,
- e) for the duration of notice period in case of termination of contractual relationship between the Bank and the Client,
- f) in case the Bank decides to use the funds in the account for offset of its receivables from the Client,
- g) for purposes of refund,
- h) in case of newly discovered heritage,
- i) if the Bank becomes aware of the dissolution of the Client (legal entity) with a legal successor and the legal successor has not fulfilled its obligation under par. 4.7.5. and 4.7.9. of these GTC.
- j) in the amount that it will be obliged to collect from the Client as a taxpayer.

2.6.4. The Bank is authorised to block crediting the Client's Account with funds for the duration of notice period in case of termination of contractual relationship between the Bank and the Client. The Bank is authorised to block crediting of financial means to the Client's Account also in case the Bank learns in a relevant manner of death of the account owner.

2.6.5. The Client is obligated to inform the Bank in a timely manner that the funds in their Account are excluded and are not subject to the execution of judgement or foreclosure. Otherwise the Bank shall not be liable for damage, if any.

2.6.6. The Bank is authorised to execute the order from the accounts blocked by foreclosure or enforcement decision solely on the assumption that this is enabled in line with a generally binding legal regulation and that the Client has presented

along with the payment order a written application clearly indicating that the order is executed from blocked funds and has presented the payment order with such application in person at the Bank's branch.

### **ARTICLE III.**

#### **Payment System and Settlement**

##### **3.1. Cash Payments**

3.1.1. The Client may execute the cash transactions in Euro and in such a foreign currency for which the Bank states the exchange rate in its exchange rate table. Cash transactions can be performed by withdrawing funds and depositing funds in cash at the Bank's branches or in the Bank's business premises intended for the performance of cash operations (the so-called "branch with a cash register"). The Bank publishes the current list of branches with a cash register on its website. Cash operations in Euro can also be performed using a payment card at the Bank's ATMs if their technical equipment allows so.

3.1.2. Cash withdrawals from an Account exceeding EUR 10,000 or a foreign currency equivalent to this amount exceeding EUR 5,000 can be executed only under cumulative fulfilment of the following conditions:

- a) Client shall notify the Bank of a cash withdrawal from the Account at least two business days in advance,
- b) at the time of notifying the cash withdrawal the Client shall record in the Account a balance that equals minimum the amount to be withdrawn,
- c) cash withdrawal from the Account with the Bank during one business day shall not exceed EUR 200,000 or its foreign currency equivalent, (the aforementioned limits are also required for accumulated withdrawals from one Account of the Client).

3.1.3. If the Client notifies the Bank of a withdrawal from the Account more than two business days in advance, such a withdrawal shall be allowed by the Bank provided that appropriate funds are available in the Account at least two business days before the intended withdrawal date; otherwise the Bank shall reject the withdrawal and arrange alternative withdrawal conditions with the Client.

3.1.4. Cash withdrawals of higher amounts than set out in Section 3.1.2., par. c) herein can be arranged by the Bank and the Client individually.

3.1.5. In cases where the Bank provides for its operation by one employee or one permanent workplace with a cash register, only a single cash withdrawal or deposit in the amount up to EUR 3,000 or its foreign currency equivalent can be executed.



- 3.1.6. If cash is withdrawn from a Current Account with the Bank, the Bank shall apply a value date of the withdrawal date.
- 3.1.7. If cash is deposited in a Current Account with the Bank, the Bank shall apply a value date of the cash deposit day.
- 3.1.8. In case of cash withdrawal from an account or in case of cash changing the Bank is authorised to give over the Client coins in multiples of the standard package of Euro coins.
- 3.1.9. Unless otherwise arranged between the Bank and the Client, the Bank shall allow a cash deposit to an account during one Bank Working Day if:
  - a) the amount of all deposits accepted in all accounts of the Client concerned on a given business day does not exceed EUR 50,000 (inclusive) or the equivalent in a foreign currency; and/or
  - b) the sum of all deposits in all accounts made by a single depositor through an ATM for a given business day does not exceed EUR 10,000 (inclusive).
- 3.1.10. When depositing coins into the Account via ATM per account, cumulatively for all ATMs of the Bank, within one banking business day, the number of coins deposited must not exceed 300 pcs, unless otherwise agreed between the Bank and the Client. The limitation on the number of coins deposited in accordance with the preceding sentence also applies to depositing of coins into one Account by several persons.

### **3.2. Non-cash Payments - General**

- 3.2.1. The Client can perform non-cash payment transactions including transfers of financial means from the Account or to another Account directly and through third parties by using:
  - a) a single payment order or standing order in a form of a payment order or SEPA direct debit,
  - b) a payment card or other payment means.
- 3.2.2. The payment order (hereinafter the "Order") must be submitted by the Client either in writing in paper form on the Bank's form at the Bank's branch (unless otherwise agreed with the Bank for these purposes) or may be submitted electronically using banking services to the account that are provided via electronic communication media. The paper order form must be completed in full, legibly and accurately. Once the Client signs and submits the order to the Bank, the Client is liable for correctness and completeness of data specified therein.
- 3.2.3. Data in the order form cannot be rewritten. The Bank may accept correction of maturity date in the form only if the Client or an authorised person corrects the inaccurate data vis-a-vis a branch officer by striking it through and replacing

it legibly with accurate information and complete it with the particular date and signature. The Bank does not perform any objective check of the data provided in the order form or formal check of their completeness. Upon receipt of the Order, the Bank only verifies the authorization of the person authorised to submit and enter the payment order. However, in the cases listed in the following sentence, the Bank is entitled to additionally verify the Order and repeatedly verify the authorisation of the Order. As a rule, the Bank additionally verifies and repeatedly verifies the authorization of the Order submitted at a branch if the amount of the intended transfer exceeds the value set by the Bank, at which a higher risk of executing an unauthorised, fraudulently submitted or otherwise unauthorised payment order and/or transfer may occur or in the event that the need for additional verification or re-verification will arise for other reasons worthy of special consideration, in particular for reasons of prevention and protection against money laundering. Client is obliged to suffer or enable such verification or authentication and confirm verification or authorisation of this payment order to the Bank by telephone or otherwise via other electronic communication media. The Bank shall make a maximum of 2 attempts to verify or authenticate the authorisation of the payment order during the same day according to the contact details agreed with the Client for the Account concerned. If it will not be possible to verify the payment order afterwards, or verify repeatedly, and thus the Bank will not be able to perform the verification or authentication in accordance with these GTC, the Bank has the right to refuse to make this payment and execute the payment order. However, the Bank undertakes to immediately inform the Client about the non-execution of such a payment order.

- 3.2.4. If the Client has a Specimen Signature established with the Bank, Client's signature on the payment order must be identical with such Specimen Signature.
- 3.2.5. In case of transfer in countries of the European Economic Area (hereinafter only as the "EEA") the payer bears the fees applied by the provider of payment services of the payer and the beneficiary bears the fees applied by the provider of payment services of the beneficiary (including any fees of other banks involved in the transfer of funds) (so called "SHA" Payment Instruction, eventually also "SLEV").
- 3.2.6. In case of transfers outside the EEA countries the payer may specify "SHA" or "OUR" payment instruction. In case the payer specifies other instruction than "SHA" or "OUR" or no payment

instruction for remittance of fees in a payment order, the payment order shall be executed with “SHA” payment instruction.

- 3.2.7. The Bank shall accept completed payment orders in the paper form on the Bank's form only during its business hours except those that have been delivered to the Bank in a form of technical data media and transmissions where the specific conditions for a particular product and conditions agreed in a contract with the Bank apply. The Client places an order with the Bank in writing. It can be delivered by mail or in form of other technical data media and transmissions, if such a delivery method is regulated under a contract. The Bank is authorised to reject or to accept and execute an order that does not meet the requisites set out in Section 3.2.2., 3.3.1. or 3.4.1. of these GTC. In case the payment order is submitted by the payer in a paper form, the Bank may prolong the period of payment order execution by one Bank Working Day. Client may specify the date of payment order maturity up to 60 calendar days as of the day a payment order had been delivered to the Bank through the electronic services. If a latter maturity date than 60 days as of the day a payment order had been delivered to the Bank is specified in a payment order, the Bank shall be authorised not to execute such payment order. In the case of submitting a payment order at a branch, the Client may specify the due date of the payment order at a maximum of 30 calendar days from the date the payment order is delivered to the Bank.
- 3.2.8. The Bank shall execute payment orders only in the currencies specified in the Exchange Rate Table provided there is sufficient financial coverage in Client's Account the sum should be debited from. For purposes of payment order execution, sufficient financial coverage is deemed a status of financial means in Client's Account available in the moment of processing, the so-called “available balance”, and that at least in the amount of the payment order sum including Bank's charges.
- 3.2.9. If funds in the Account are insufficient on the payment order Maturity Date, the Bank shall execute the payment order only if expressly agreed so with the Client in the contract. In this case, the rights and obligations of the Bank and the Client shall be governed by a contract on credit facility.
- 3.2.10. If more orders with identical Maturity Date or bulk payment orders are delivered to the Bank and there are not sufficient funds available in Client's Account, the Bank is obligated to decide on the order of execution of individual payment orders.
- 3.2.11. The Bank executes a payment order on the Bank Working Day specified in the payment order as

a Maturity Date. In case a Maturity Date equals a moment of receipt of a payment order and the Client delivers the payment order to the Bank after Cut-off Time, the Bank shall debit the sum of the payment order on the following Bank Working Day. In case a Maturity Date is not specified in a payment order or a Client delivers the payment order to the Bank after the day that is specified as a Maturity Date and a payment order had been delivered to the Bank until Cut-off Time, the Bank shall debit the payment order sum on the day of delivery of the payment order. In case no Maturity Date is specified in a payment order or in case the Client delivers a payment order after the day that is specified as a Maturity Date and a payment order had been delivered to the Bank after Cut-off Time, the Bank shall debit the sum of the payment order on the first Bank Working Day that follows the payment order delivery.

- 3.2.12. In case a Maturity Date specified in a payment order falls on a public holiday, Saturday or Sunday and the payment order is delivered to a Bank branch until Cut-Off Time at latest on the previous Bank Working Day before the Maturity Date, the Bank shall debit the sum of the payment order on the Bank Working Day preceding the Maturity Date. With a payment order within the Bank (so-called intrabank payment orders), if a Maturity Date specified in a payment order falls upon Saturday and a Client delivers a payment order to a Bank branch until Cut-Off Time of the respective day that is specified in a payment order as a Maturity Date, the Bank shall debit the sum of the payment order on this day. If a Maturity Date specified in a payment order falls upon a public holiday, Saturday or Sunday and the payment order is delivered to the Bank branch after cut-off time on a previous Bank Working Day before a Maturity Date, the Bank shall debit the sum of the payment order on the following Bank Working Day after the Maturity Date. With a payment order within the Bank (so-called intrabank payment orders), in case a Maturity Date specified in a payment order falls upon Saturday and a Client delivers a payment order to the Bank branch after cut-off time on a day specified in the payment order as a Maturity Date, the Bank shall debit the sum of the payment order on the following Bank Working Day.
- 3.2.13. The Bank is authorised to refuse to execute the payment orders that appear to be contradictory to the generally binding legal regulations or moral rules, or information specified therein is inaccurate or illegible to the an extent that they cannot be executed. The Bank is authorised to refuse to execute the payment transaction also if at the time of its processing the Client does not have sufficient available funds in the account to

cover, in addition to the amount of the transfer, the amount that the Bank will be obliged to collect from the Client as a taxpayer.

- 3.2.14. The Bank is authorised not to execute a payment order or a collection in case a moratorium or an embargo is declared on the country of payment beneficiary, on bank of the payment beneficiary or on the payment beneficiary, or there exists a suspicion that the payment will be blocked by authorised persons abroad, also by reasons related with security of the payment transaction, suspicion of an unauthorised or fraudulent transaction.
- 3.2.15. The Bank credits the payment to the account set forth in the Order. The Bank is authorised not to credit a payment in favour of the account of the Client in case the account number does not match the account name, as well as in case the data about the payer are incomplete or insufficient pursuant to the regulations about prevention, investigation and prosecution of legalisation of incomes from criminal activities and financing of terrorism.
- 3.2.16. Before executing the Client's orders, the Bank is entitled to check credibility of the orders, and that by use of electronic communication media or by telephone. If Client's Order-related instructions are unclear, the Bank proceeds depending on the case nature with the usual professional care. If the Bank is to make payments under a letter of credit, a credit facility contract or any other request, the Bank, after a thorough investigation, shall pay to a party that it deems to be authorised to receive the payment.
- 3.2.17. The Bank receives funds for the benefit of the Client and credits the funds to Client's Account. The Bank is authorised to reduce the payment transaction sum by Bank charges before the financial means are credited to beneficiary's account. The Client gives consent that after the termination of the legal relationship of the Client with the Bank and cancellation of Client's account, the Bank is authorised to credit the financial means originally reserved for this account to other account of the Client maintained with the Bank or to an account of the Client maintained with other bank and if it is not possible, the Bank refunds the sender with the payment.
- 3.2.18. If a non-existent bank connection has been specified in the order or the payment could not be cleared for other reason and the beneficiary's provider of payment services refunds the payment, the Bank shall either refund the payment to the payer's account or if it is not possible, the Bank can request new instructions from the Client.
- 3.2.19. By delivering Client's payment order that meets all requisites specified in these GTC or arranged between the Bank and the Client, to the Bank, the Client grants the Bank consent to execute payment transaction or several payment transactions. The Client may revoke this consent only until the moment the payment order has been received, unless specified otherwise in these GTC or commercial terms and conditions for the respective product. The Client may not cancel payment order after it has been received by the Bank, unless specified otherwise in these GTC or commercial terms for the respective product. Payment order may be cancelled after periods specified in these GTC solely upon an agreement between the Bank and the Client.
- 3.2.20. Provided the Client specified an incorrect Unique Identifier, the Bank is not liable for non-execution or erroneous execution of payment transaction. In such case the Bank makes reasonable effort to refund the payment transaction sum to the payer and may apply charges for such service.
- 3.2.21. The Bank and the Client have agreed, that if the Bank is a party to several payment systems, it is entitled to select the payment system for executing payment transaction.
- 3.2.22. If the Bank receives information of incoming payment prior to the day the Bank actually records credit of funds in its account, such payments can be processed by the Bank in favour of the Client's Account on the day of receipt of information on payment/transaction, and shall actually be credited to the Client's Account on the day of receipt of funds in Bank's account.
- 3.2.23. Before executing the Client's orders, the Bank is entitled to check credibility of the orders, and that by use of electronic communication media or telephone. The Bank has the right to examine the conformity of the beneficiary's name with the account holder name. The Bank is not obliged to credit the payment to an account which, by its name or other features, differs from the account data received in the payment order from the payer, in particular for reasons of protection against money laundering and protection against terrorist financing. In the event of a discrepancy between the name of the beneficiary in the payment transaction and the name of the beneficiary's account holder, the Bank is entitled to credit the amount of the payment transaction to the account number specified in the payment order or return the payment to the payer's bank. The Bank is not responsible for any damage caused by this.
- 3.2.24. The Bank is not responsible for currency conversions made by other payment service providers.
- 3.2.25. The Bank will allow to handle the credited amount of the payment transaction on the same business day when the amount of the payment transaction was credited to the Bank's account or on the business day on which the Bank received

information from the Correspondent Bank that the funds are available. A payment transaction received after the cut-off time will be credited to the beneficiary's account on the next business day with the value date on which the payment was credited to the Bank's account. This section does not apply to SEPA Instant Payments.

- 3.2.26 If the account receivable is subject to execution, pledge, security assignment, escrow or if there is any other fact that may affect the execution of the transfer (e.g. an order for seizure of the account, an urgent or security measure, etc.), the deadline for the execution of the transfer shall be postponed by the time necessary for the assessment of the admissibility of the transfer, for a maximum of 5 banking business days.
- 3.2.27. The Bank informs the Client about the risks associated with the execution of payment transactions to risky countries at the Business Premises, at [www.tatrabanka.sk](http://www.tatrabanka.sk) or in any other manner specified by the Bank. By submitting a payment order to the Bank for a cross-border transfer to a risky country, the Client accepts the risk of not being able to guarantee the successful execution of this payment order by the Bank, even if the Bank fulfils all its obligations in accepting and executing it. The Bank is not liable if, as a result of the foregoing, the funds transferred pursuant to the payment order are not credited or are not credited to the beneficiary's account in a timely manner, or if they are blocked or otherwise withheld from the beneficiary's account, or if the payment is returned and the amount of the transfer is reduced by the fees of other banks.
- 3.2.28. The Bank has the right, in the event of a request received from another bank to provide additional information on a payment made by the Client, in the event of a request for correction of incorrectly entered data by the Client or in the event of a payment withheld due to the policy of protection against money laundering and financing of terrorism by another bank, to debit from the Client's account the fees of other banks applied to the Bank. Similarly, the Bank has the right to charge the fees charged by other banks in the event of a chargeback.
- 3.2.29 If the Client has filled in a variable, specific or constant symbol (or any combination thereof, or all of them at the same time) in the payment order, the bank transfers these symbols to the payer's reference in the structure /VS/SS/KS/.
- 3.2.30 The Bank has the right to charge a fee for assistance in arranging the return of a payment or for the additional provision of data to identify the beneficiary in accordance with the Service Charges. If, during the refund process, the Bank incurs costs related to the application of fees or costs of other banks participating in the

transaction, the Bank is entitled to debit the Customer's account. In the case of receipt of transactions other than EU and EEA transactions, the Bank does not guarantee to refund the original amount of the payment, the amount of the payment may be reduced by the fees and costs of the other banks involved in the refund.

- 3.2.31. If a foreign bank/another bank returns a payment made by the Client, the returned payment is processed according to the Bank's exchange rate at the time of processing the returned payment in favour of the Client's account in another currency.

### **3.3. SEPA payment**

- 3.3.1. Order must contain the principal's and the beneficiary's bank connections, the transfer sum, the currency specification in EUR (in case currency specification is missing, the transfer is deemed a transfer in EUR), the due date, the Client's signature, the order execution place and date and in case of transfers outside the Slovak Republic also the beneficiary's name. Order can comprise also other data set by the Bank. If Order does not contain the data set forth herein, the Bank shall refuse the Order. If any of the collection beneficiaries requires that the order should contain also a variable and/or specific symbol or a reference of a payer, the Client shall be obligated to indicate also these data in the order.
- 3.3.2. With specification of the account number in IBAN format the Bank is entitled to check conformity with the identification data of the beneficiary's payment service provider. If the account number in IBAN format and identification data of the beneficiary's payment service provider are not identical, the Bank is entitled to refuse execution of the payment order in case of a payment in EUR to the Slovak Republic. The Bank accepts the account number in IBAN format solely in the format section determined for this purpose. If a payment order contains a variable symbol and/or a specific symbol and/or a constant symbol and a payer's reference, the Bank shall specify the variable and/or the specific and/or the constant symbol in case of a transfer within the territory of the Slovak Republic and a payer's reference in case of a transfer outside the territory of the Slovak Republic.
- 3.3.3. Payment orders taken over by the Bank are processed (i.e. transferred and credited) on the very same Bank Working Day in case of payment orders in terms of one provider of payment services (so-called intrabank payment orders). In case of a payment order between two providers of payment services involved in SEPA the Bank is obligated to submit the documents to the mediating institution as to provide crediting of



a payment orders sum to the Bank's beneficiary's account at latest on the following Bank Working Day after the sum of the payment order is debited from the payer's account.

- 3.3.4. A payment to a beneficiary's bank located in a SEPA area to a country outside the European Economic Area (EEA) must also include the payer's address. If SEPA payment does not contain the data set forth herein, the Bank shall refuse the order.

### **3.4. SEPA Instant Payment**

- 3.4.1. The order must contain the account number of the payer and the beneficiary in IBAN format, in case of payments outside the Slovak Republic also the name of the beneficiary's account and if the Bank allows orders to be placed without specification of a payment instruction "charges of other banks are borne by the beneficiary, i.e. SHA or eventually SLEV", the order must also contain this payment instruction. In case a payment order does not contain some of the data specified herein, such transfer shall be rejected by the Bank.
- 3.4.2 SEPA Instant Payment can be entered only through the payment means specified by the Bank, i.e. through the Basic and Additional Services selected by the Bank in line with the General Commercial Terms and Conditions of Tatra banka, a.s. for electronic banking. Once the payment has been sent by the Client to the Bank, it is not possible to cancel the transaction or dispose of the funds of the entered payment and the fee for SEPA Instant Payment. The Bank has the right to block funds in the amount according to the previous sentence until the receipt of the message confirming the completion of the transaction in the beneficiary's bank.
- 3.4.3 The Bank has the right to make a SEPA Instant Payment as a SEPA payment in line with Section 3.3. above, especially if the amount of the payment exceeds the limit set by the Bank for SEPA Instant Payments, further in cases where any of the reasons preventing the execution of SEPA Instant Payment specified in these GCTC or in the event of other obstacles on the part of the beneficiary's bank or if another reason unpredictable by the Bank occurs. The Bank has the right to preferentially set the method of execution of the transaction.
- 3.4.4 SEPA Instant Payment may not be executed even in the case of technical outages and/or maintenance systems of the payer's bank and/or the beneficiary's bank notified by the payer's bank and/or the beneficiary's bank. The Bank informs the client about the planned outages and technical maintenance on its website, or via the Dialog live service.

- 3.4.5 The Bank shall process the sending of a SEPA Instant Payment from the payer's account during the Bank Working Day for SEPA Instant Payment, with the settlement date in the payer's account being the day on which the SEPA payer sent the instant payment. The Bank will process the receipt of the SEPA Instant Payment to the beneficiary's account during the Bank Working Day for SEPA Instant Payment, with the date of settlement of funds on the beneficiary's account being the day on which the Bank received the payment. Upon receipt of the SEPA Instant Payment, the beneficiary may handle the funds immediately.

- 3.4.6 The Bank has the right to temporarily suspend or even terminate the provision of SEPA Instant Payments at any time.

- 3.4.7. If the Bank receives funds from another bank for the benefit of the Client's account, the Bank will automatically convert the funds according to the Exchange Rate Table valid at the time of processing the received SEPA instant payment in EUR for the benefit of accounts in other currencies.

### **3.5. Other Payments**

- 3.5.1. A payment order which does not meet the SEPA payment or SEPA Instant Payment criteria must contain bank details of a payer and a beneficiary, name of the beneficiary's account (eventually the beneficiary's address), payment order sum, specification of a currency, Maturity Date, specification of a person bearing charges of other payment service providers (Bank charges are always borne by the Bank's Client), Client's contact data, Client's signature and place and date of the payment order execution.

- 3.5.2. Incoming payment orders received by the Bank until the Cut-off Time are processed on the same day, and such payment is settled in nostro accounts with foreign banks under spot value dates effective on the processing date. Incoming payment orders received by the Bank after the Cut-off Time are processed on the next Bank Working Day, and such payment is settled in nostro accounts with foreign banks under spot value dates effective on the following Bank Working Day. In case of no direct swift connection with the beneficiary's institution executing the payment order, the period for execution of foreign payment order and payment order within the territory of the Slovak Republic in foreign currency is prolonged by the time required for payment order execution. Payments in a foreign currency within the Bank (so-called intrabank transfers) received by the Bank until the Cut-off Time are processed and credited to the Client's Account on the day the payment order was received.

- 3.5.3. Payments in a foreign currency within the Bank (so-called intrabank transfers) received by the Bank after the Cut-Off Time are processed and credited to Client's Account on the Bank Working Day following the day the payment order was received.
- 3.5.4. Euro payments (remittances) within the EEA countries are processed in favour of the Client's Account on the day the financial means were credited to the Bank's Account. Euro payments outside the EEA countries, payments in a currency of member states of the EU and the EEA and payments in a foreign currency are processed in favour of the Client's Account in the maximum period of four Bank Working Days since the day the financial means were credited to the Bank's Account.
- 3.5.5. The Bank is entitled to convert any payments to be credited or debited to the Client's Account in currencies other than the currency of the Client's Account at an exchange rate of the Bank valid as at the moment of processing. In case of a payment order in foreign currency up to EUR 30,000 equivalent, the Bank shall convert such funds at an exchange rate effective on the processing date, applicable to transactions up to EUR 30,000, the above also applies to express payments in foreign currency in the equivalent of more than EUR 30,000,- inclusive. In case of a payment in a foreign currency above EUR 30,000 inclusive, the Bank shall convert such funds at an exchange rate effective on the day following the processing date, or the Bank may, even without a special agreement with the Client, provide the Client with a more favourable exchange rate than the rate of that day or the rate of the following day. Similarly, in the case of a payment in a foreign currency equivalent in excess of EUR 30,000.00 (inclusive), the Bank may separately agree with the Client on any other exchange rate.
- 3.5.6. If in case of payments from abroad and payments within the Slovak Republic the Bank enables the Client to draw the financial means immediately after these have been credited to the Client's Account, the Bank shall charge the Client with debit interests for drawing the financial means prior to the spot value date expiration.
- 3.5.7. The Bank is entitled to debit from Client's Account the sum equal to the sum of the credited payment in case the Bank has not received funds of the respective payment from payment service provider of the payer in its account, or in case the Bank has received funds from payment service provider of the payer for payment reversal up to the value date inclusive.
- 3.5.8. In case the name and address of the beneficiary's bank and BIC of the beneficiary's bank are not identical, the Bank shall execute the payment transaction using the BIC of the beneficiary's bank.
- ### 3.6. Standing Order
- 3.6.1. The Client can instruct the Bank to execute a set of payment orders in favour of the same beneficiary by means of a standing order, such order cannot be defined by means of third parties. The standing order is valid and effective at latest on the Bank Working Day following its delivery to the Bank unless agreed otherwise.
- 3.6.2. If a Client asks for a data amendment in a standing order during repetition of the respective standing order, such data amendment shall be valid and effective at latest as of the following the Bank Working Day.
- 3.6.3. A charge for setting, execution and cancellation of a standing order is specified in the Service Charges and the Bank is entitled to clear the respective charge by an offset of financial means from the Client's Account.
- 3.6.4. If the standing order due date falls upon a public holiday, Saturday or Sunday, the Bank shall debit the transfer sum on the previous Bank Working Day.
- 3.6.5. The Client may revoke consent to the execution of a standing order until the end of a Bank Working Day preceding the Maturity Date of the standing order while the Bank does not execute payment transactions that follow the moment of the revocation of the standing order and thereby also consent to the execution thereof.
- ### 3.7. SEPA Direct Debit
- 3.7.1. The Bank executes a SEPA Direct Debit from a Client's current account maintained in Euro currency.
- 3.7.2. The Client may grant a SEPA Direct Debit Mandate in favour of the beneficiary's account directly to the beneficiary of the payment provided the Client has arranged with the Bank Level 1 for accessing the Client's account for SEPA Direct Debit or Level 2 for accessing the Client's account for SEPA Direct Debit. The beneficiary is entitled to submit to the Bank the SEPA Direct Debit order only subject to the condition that the beneficiary has been granted the SEPA Direct Debit Mandate by the payer.
- 3.7.3. Client may grant the Bank a collection authorisation/mandate of financial means from the Client's account in favour of the beneficiary's account provided the Client has arranged with the Bank Level 2 for accessing the Client's account for SEPA Direct Debit.
- 3.7.4. If the Client has arranged with the Bank Level 1 for accessing the Client's account for SEPA Direct Debit, the Client submits the SEPA Direct Debit Mandate only to the payment beneficiary. If the Client has arranged with the Bank Level 2 for

- accessing the Client's account for SEPA Direct Debit, the Client is obligated to submit the Bank with a collection authorisation/ mandate, and that at latest on the Bank Working Day preceding the maturity of the delivered SEPA Direct Debit order from the payment beneficiary.
- 3.7.5. Unless otherwise agreed between the Client and the Bank, Level 2 for accessing the account for SEPA Direct Debit shall be applied for current accounts in EUR currency and Level 3 for accessing the account for SEPA Direct Debit shall be applied for current accounts in different currencies.
- 3.7.6. The Client may arrange the level of accessing the account for SEPA Direct Debit with the Bank in a written form at a Bank branch upon opening the current account, or at any time during the term of the agreement on the respective current account of the Client. The Client is entitled to change the Level of accessing the account for SEPA Direct Debit and such change comes into effect at latest on the following Bank Working Day after the written application of the Client for change of the Level of accessing the account for SEPA Direct Debit has been delivered to a Bank branch. The Client is entitled to request blocking of the execution of any SEPA Direct Debit orders from the specified beneficiaries (so-called undesired beneficiary). In such case the Client is obligated to specify the exact CID of an undesired beneficiary, otherwise the Bank shall not be liable for regular blocking of the execution of payment orders from an undesired beneficiary.
- 3.7.7. A collection authorisation/mandate granted to the Bank is valid and effective at latest on the Bank Working Day following its delivery to the Bank unless arranged otherwise.
- 3.7.8. In case the Client provided consent to a collection in favour of any of the beneficiary, the collection authorisation is valid and effective even in case of change of the account number of the respective beneficiary. The Client consents that the Bank provide the beneficiary with all information about the Client required for the execution of the collection.
- 3.7.9. The Client may grant collection authorisation/ mandate up to EUR 10,000.000, unless agreed otherwise.
- 3.7.10. The Client is obligated to provide sufficient financial means in its account until the end of the bank business day which precedes the SEPA Direct Debit maturity so that the SEPA Direct Debit could be executed duly and in time in such manner that after it shall have been executed, the Client's account records no unauthorised overdraft. The Bank shall not execute a SEPA Direct Debit in case of insufficient coverage of financial means in the Client's account. The Bank informs the Client of the executed SEPA Direct Debit in form of an account statement.
- 3.7.11. In order of the direct debit beneficiary to execute a one-time SEPA Direct Debit must be delivered to the Bank at latest two working days prior to the SEPA Direct Debit maturity date. The first order of the direct debit beneficiary to execute a repeated SEPA Direct Debit must be delivered to the Bank at latest two working days prior to the SEPA Direct Debit maturity date and every next order to execute a repeated SEPA Direct Debit must be delivered to the Bank at latest two working days prior to the SEPA Direct Debit maturity date. Otherwise, the Bank is not obligated to execute the SEPA Direct Debit order. An order of the direct debit beneficiary to execute a SEPA Direct Debit will be rejected by the Bank in case the maturity date falls on a holiday, Saturday or Sunday.
- 3.7.12. Collection authorisation/mandate may be revoked without giving a reason, unless otherwise agreed. Cancellation of the collection authorisation/ mandate is effective at latest on the Bank Working Day following its delivery to the Bank. The direct debit agreement/mandate expires if the beneficiary concerned does not submit any SEPA direct debit order to the Bank for a period of 36 months.
- 3.7.13. In case the Client asks for an amendment of data in a collection authorisation/mandate, such an amendment of data shall be valid and effective at latest as of the following Bank Working Day.
- 3.7.14. If SEPA Direct Debit maturity date falls on holiday, Saturday or Sunday, the Bank debits the respective payment order sum from the payer's account on the following business day with the value date set forth in the SEPA Direct Debit.
- 3.7.15. A charge for entering, amending and execution and cancellation of collection authorisation/ mandate is specified in the Service Charges and the Bank is entitled to clear the respective charge by offsetting financial means from the Client's Account.
- 3.7.16. A collection authorisation delivered to the Bank until the effective day of these GTC shall remain valid and is considered a collection authorisation/ mandate in terms of these GTC.
- 3.7.17. SEPA Direct Debit must also contain the address of the payer of the SEPA Direct Debit if the bank of the payer of the SEPA Direct Debit is located in the SEPA area and is directed to a country outside the European Economic Area (EEA). If SEPA Direct Debit does not contain the data set forth herein, the Bank shall refuse the collection.
- 3.7.18. The Bank has the right to settle the costs for the return/non-execution of SEPA Direct Debit directly upon the execution of the transaction.

### **3.8. Reversal**

- 3.8.1. The Bank is responsible for correct execution of a transaction provided the Client has performed all the terms and conditions specified in these GTC, in special commercial terms and conditions, if they relate to the execution of the transaction, and in generally binding legal regulations. The Bank shall make reasonable effort upon Client's request and retrieve the process of non-executed or erroneously executed transaction and notify the Client of the result.
- 3.8.2. If the payment service provider of the payer proves the payer or payment service provider of the payer that the payment service provider of the payer received the sum of the transaction within the period in line with generally binding legal regulations, payment service provider of the payer is liable for non-execution or erroneous execution of the transaction.
- 3.8.3. In case of a payment when payment service provider of the payer and payment service provider of the beneficiary provide the payment service in the territory of the Slovak Republic, the Bank shall adjust without unnecessary delay an erroneous clearing either upon its own initiative, in case the funds in the Client's Account had been cleared erroneously, or upon initiative of another payment service provider that had notified of erroneous clearing thereof. The claim for damages is not affected thereby.
- 3.8.4. If the Bank as the payment service provider of the payer is liable for non-execution or erroneous execution of the transaction, it shall refund the sum of non-executed or erroneously executed transaction to the payer without unnecessary delay, and if possible, it shall secure such a status in the payer's account, that would indicate the same status as if the erroneous transaction had not been executed.
- 3.8.5. If the Bank as the payment service provider of the beneficiary is liable for non-execution or erroneous execution of the transaction, it would enable the beneficiary without unnecessary delay dispose of the transaction sum and if possible, will credit the transaction sum to the beneficiary's account.
- 3.8.6. In case a foreign payment was credited to Client's Account and the foreign bank requires payment refund, the Bank shall contact the Client and ask for payment refund authorisation. If the Bank is granted the respective authorisation, it is authorised to debit the Account by the sum that had has been credited in favour of Client's Account retrospectively using the original day of the payment credit. The amount of the refunded sum in a foreign currency depends on the foreign exchange rate valid on the payment refund day.
- 3.8.7. The Bank shall not execute the reversal if the erroneous clearing or erroneous transfer was

caused by the Client. In this case, the Client is entitled to apply with the Bank for cooperation upon mediation of refund of financial means or provision of data for identification of the beneficiary.

- 3.8.8. Refund cannot be executed in case the payment service provider of the beneficiary receiving the erroneously executed transaction is Treasury. In such case the Bank (provided it caused erroneous execution of the transaction) shall ask Treasury for refund of the erroneously executed transaction. In case the beneficiary of such transaction does not grant Treasury consent to refund of the erroneously executed transaction, Treasury shall provide the Bank with beneficiary's identification data.
- 3.8.9. If the Client is charged fees or interests in consequence of non-execution or erroneous execution of transaction caused by the Bank, these shall be borne by the Bank.
- 3.8.10. If the Client has caused the erroneous clearing or the erroneous execution of the transfer and another bank claims fees or other claims for correction or clarification in this respect, the Bank is entitled to charge them to the Client's account. The Bank is also entitled to debit the fees or other claims if the other bank claims them in connection with the required completion or clarification of the data for the execution of the payment. The Bank is entitled to charge a fee in accordance with the Service Charges for assistance in arranging the return of a payment or the provision of additional data to identify the beneficiary.

### **3.9. Claims**

- 3.9.1. The Client is entitled to file a claim in written form – by postal delivery or verbally during the operating hours at any branch of the Bank, while the Client is entitled to submit the claim, also by telephone via activated DIALOG Live service or by mobile application, if such an option is available. The Bank is obligated to accept the submitted claim and decide whether it is justified in periods set under the contract, these GTC and/or claim procedure in the order set forth herein. If the time limit specified in the contract, in these GTC or in the claim procedure conflicts with an effective provision of a legal regulation, the Bank is obliged to apply the time limits specified in the legal regulation. The Bank shall confirm in writing the customer's claim in the case of a written or oral claim made directly at a branch of the Bank immediately. In the case of filing a complaint via the DIALOG live service, in which the Client chooses the method of informing about the handling of the claim to the e-mail address and/or internet banking/mobile application, the Bank informs the Client without



- undue delay after receiving the complaint to the e-mail address and/or internet banking/mobile application provided by the Client; otherwise along with a written confirmation about the claim processing.
- 3.9.2. The Bank is obligated to accept the claim related with provision of payment services in the state language or in a language of these GTC, agreement on one-time payment service or agreement on electronic money issuance.
- 3.9.3. When complaining about a transaction made with a payment card, the Client may be asked by the Bank to cooperate in proving his right to return or correct a transaction made with the payment card, and is obliged to provide such cooperation, otherwise the merchant's bank may, if it follows from other circumstances handling of complaints and evidence submitted by the merchant itself, refuses to handle complaints in favour of the Client or refuses to return or correct the transaction for this reason.
- 3.9.4. The Bank notifies the Client of claim processing in written form by sending a confirmation of claim processing delivered without undue delay to the e-mail address specified in the claim and/or internet banking/mobile application or to a correspondent address registered by the Bank including e-mail and/or internet banking/mobile application, otherwise to the latest known address and/or internet banking/mobile application of the Client, and that respectively. The Client may be notified of the claim processing also in other manner or with a special delivery address, if arranged with the Bank at claim submission, or the claim is fully complied with and the Client has agreed with this form of processing.
- 3.9.5. In case it is obvious from the claim submitted by the Client, or the Bank learns, above any doubts, that the claim does not relate to the correctness of quality of the provided payment services (e.g. shortcomings in clearing or failure to clear a validly received payment order, solution of unauthorised payment transactions, etc.) and/or the claim does not relate to Bank's responsibility for defects of other products and services of the Bank, the Bank may consider such claim as a request for provision of additional information and is entitled to compensation of charges and other costs efficiently spent for seeking additional information for the Client above the scope of the standard Bank's duty to provide information.
- 3.9.6. The Client is entitled to refund of the financial means in case of an authorised payment transaction executed upon a payment order submitted by the beneficiary or by means of the beneficiary if no particular sum of the payment transaction was not specified at the time of authorisation and the sum of the payment transaction exceeds the sum the payer could reasonably expect with regard to payer's usual previous expenses, conditions set forth in the agreement with the Client and circumstances related with the payment transaction.
- 3.9.7. The Client is not entitled to refund of financial means pursuant to Section 3.9.6, if
- a) the Client granted their consent to the execution of the payment transaction directly at Client's bank and
- b) the information about the particular sum of the future payment transaction were provided or made available to the payer in the arranged manner at least four weeks prior to the date when the payment transaction sum was debited by the bank or the beneficiary, if it was possible.
- 3.9.8. Other rights and obligations of the Bank and the Client not regulated in this section and the procedure for applying and handling complaints about the quality and correctness of the payment services provided by the Bank are regulated in the claim procedure.

## **ARTICLE IV. Common Provisions**

### **4.1. Security of Liabilities**

- 4.1.1. The Bank can secure its receivables by immovable and movable assets or titles (including receivables) and other property, such as residential and non-residential premises (hereinafter also the "Security") to the extent that it is allowed under the applicable regulations or it is feasible as to the nature or purpose of the object to be used as the Security.
- 4.1.2. The Bank is entitled to request the Client or the Securing Party to replenish or increase the Security or provide further Security in case the Security, upon discretion or detection of the Bank, has been decreased, or damaged or discharged.
- 4.1.3. The Security provided by the Client as a debtor to the Bank shall, even without explicit amendments to that effect in the agreements concerning the Security, cover any past, present and future Bank receivables from the Client as a debtor (e.g. receivables arising from all types of loans, guarantees, discounted or accepted bills of exchange, written documents of credit or any other Bank receivables arising from any contractual relationships between the Bank and the Client as a debtor).
- 4.1.4. Even without explicit amendments to that effect, the Security covers also such Bank receivables that shall have arisen or shall arise to the Bank from the Client as a debtor from a contractual relationship that becomes null and void or shall be deemed illegal.

- 4.1.5. Any costs and expenditures associated with the Security (e.g. storage and safekeeping costs that shall arise in relation to insurance, brokerage fees, expenditures related to recovery of receivables from the Client or the Securing Party, taxes or other charges associated with taxation or acceptance of relevant Security, etc.) shall be borne by the Client or the Securing Party. In case the Bank has paid such costs or expenditures instead of the Client or the Securing Party, these become a part of other amounts due and payable of thus secured Bank receivable. The Security thus covers not only the very Bank receivable but also other amounts due and payable of the Bank receivable.
- 4.1.6. In case any of the outstanding Bank receivables are not satisfied, the Bank is entitled to satisfy such receivables by debiting the Account held by the Client or the Party Securing such an unsatisfied receivable.
- 4.1.7. If any of the receivables of the Bank secured by a multiple Security is not satisfied in a regular and timely manner, the Bank is entitled to use any part thereof until the outstanding receivable is fully satisfied, unless specified otherwise in the applicable contract. The Bank shall then notify the Securing Party of the place, time and method for the receivable satisfaction.
- 4.1.8. The Securing Party shall be liable for protection and maintenance of the Security, and notify the Bank without undue delay of any change in the value of the Security. In case the Security is a receivable, the Securing Party shall exercise such a receivable in a regular and timely manner.
- 4.1.9. The security of the Bank receivable is effective in its original scope as to its quality and quantity until the secured receivable is fully satisfied. The Bank can, in case the Client or Securing Party requests so, release the Security or any part thereof before the receivable is fully satisfied, if at its own discretion the Bank deems this Security or any part thereof redundant.
- 4.2. Set-off and Execution of Liabilities**
- 4.2.1. The Bank and the Client have agreed that the Bank be entitled to debit funds from the Client's Account even without submitting the payment order and to use these financial means, including financial means in the Client's Account for set-off against its receivables from the Client, and that regardless of the fact whether the Bank's receivables arise in relation to the Account maintenance, or otherwise.
- 4.2.2. The Bank is entitled to satisfy its receivables upon set-off against the receivables of the Client from the Bank, in the order the Bank specifies. The Bank is entitled to debit the funds for remittance of Bank's receivables without submission of the payment order also from the account of the affected Client maintained with the Bank as well as with Tatra banka, a.s., organisational unit of Raiffeisen banka.
- 4.2.3. The Bank is entitled to set-off even such mutual receivables whereof some has not yet become due or has become statute-barred, as well as receivables cannot be set up at a court, as well as receivables, that cannot be subject to enforcement of a decision or foreclosure. Even receivables denominated in various currencies can be set-off, even if these currencies are not freely convertible. Information included in the account statement is also deemed a notification of set-off.
- 4.2.4. The Client is not authorised to set-off the Client's receivables from the Bank, neither assign the Client's receivables from an Account
- 4.2.5. The Client is obligated to pay the whole Bank's receivable under the conditions set out in the contract or herein. Unless agreed otherwise, the Bank is authorised to refuse partial settlement of its receivable from the Client.
- 4.2.6. In case the Client fails to meet the Client's obligations resulting from the contract concluded between the Bank and the Client, commercial terms and conditions for the relevant product or these GTC, the Bank is authorised to declare a special maturity of its receivables from the Client.
- 4.2.7. Unless the Bank specifies otherwise, the Client shall first satisfy other amounts due and payable of the Bank's receivable and only afterwards the principal of the respective receivable. In case of several Bank's receivables, unless specified otherwise, the Client shall first satisfy the Bank's receivable whereof satisfaction is not secured or secured at minimum, otherwise the Client shall satisfy the earliest due receivable.
- 4.2.8. In case of set-off of receivables for various currencies, the foreign currency sell exchange rate quoted by the Bank for the day the receivables become qualified for set-off is decisive for the receivable amount qualified for set-off.
- 4.2.9. If the due date of the receivable or a portion thereof falls upon a day, which is not a Bank Working Day, it applies that the due date of the receivable or a portion thereof is the next Bank Working Day.
- 4.2.10. The Client takes note of and consents to the fact that the Bank is entitled to transfer any right thereof whatsoever, or assign any receivable thereof, which has incurred and/or shall incur in relation to the Client, to any third person. In addition, the Bank is entitled to transfer any commitments thereof whatsoever, which have incurred and/or shall incur in relation to the Client, to any third person, whereto the Client grants the Bank explicit consent. Granting the Client's approval hereunder does not exclude the Bank's right to assign its receivable to a

third person in terms of generally binding legal regulations even without the Borrower's consent.

- 4.2.11. Unless otherwise agreed, the Client is obligated to provide sufficient funds in the account determined in the respective contract until the Cut-off Time for payment of Bank's receivable. In case funds are credited to the Account determined in the respective contract after the Cut-off Time (system closure) for payment of Bank's receivable, the Bank shall set-off the respective receivable or part thereof on the following Bank Working Day.
- 4.2.12. Upon declaration of bankruptcy over the property of the Client of the Bank the receivables of the Bank become payable also in respect to all persons bound with the respective Client.

### **4.3. Termination of Commitments**

- 4.3.1. The Bank and the Client can terminate their mutual commitments in a form of written agreement, all the Client's obligations associated with the commitments shall thus become settled, even if such obligations result from other contracts concluded between the Bank and the Client.
- 4.3.2. The Bank or the Client can terminate the contract at any time, except for the security agreement, and that even without providing a reason. The Bank can terminate the contract by serving two-month notice, while the termination period commences as of the day the notice is delivered to the Client. The Client can terminate the contract with immediate effect, while termination of the contract relationship is effective as at the day of delivery of the termination notice to the Bank, unless otherwise arranged in the commercial terms and conditions for the respective product or in these GTC. In case the Client or the Bank terminates such agreement on account, to which another contract is related, the termination becomes effective upon the termination of all contracts related to the account, unless otherwise agreed.
- 4.3.3. The Bank shall cancel the Account as at the effective day of the agreement on termination of mutual contractual relationship with the Client or as at the effective day of the notice. The Bank shall cancel the Deposit Account, if the period for which the Account was established, expires. The Bank is entitled to cancel the Account and/or product and/or services provided for the Account with immediate effect, if any of the reasons for withdrawal from the contract specified in Section 4.3.4. of GTC.
- 4.3.4. The Bank is entitled to withdraw from the contract with the Client if:
- a) no transaction on the part of the Client has occurred in the Account in the last four years,
  - b) unauthorised overdraft of financial means without consent on the part of the Bank

occurs in Client's Account that is not settled within one month,

- c) the Client provides untrue information or conceals important information necessary for conclusion or duration of the legal relationship between the Client and the Bank,
  - d) the Client's property situation recorded such significant changes that threaten or have an adverse effect on satisfaction of the Bank's receivables,
  - e) the Client's situation recorded such significant changes that do not guarantee performance of the contract,
  - f) the Client fails to provide, even upon call on the part of the Bank, adequate securities, or fails to replenish the already existing securities,
  - g) the Client settled their financial liabilities to other creditors, or provided securities for their benefits, and thus impeded their duties towards the Bank,
  - h) the Client breached the contract or acted in contradiction to the General Commercial Terms and Conditions or commercial terms and conditions for the particular product,
  - i) the Bank assumes justified suspicion that the Client's acting is in contradiction to the generally binding legal regulations or circumvents them or is against good manners,
  - j) 18 months have elapsed from the date of the account holder's death. The right to payment of the balance of the deceased account holder's account shall be vested in the respective heirs according to the results of the succession proceedings, upon proof of the relevant succession decree,
  - k) the Bank learns of the Client's termination (legal entity) without legal successor,
  - l) the Client's property shall have been adjudicated bankrupt and or enforcement proceedings are pending against the Client,
  - m) the Bank becomes aware that the customer has performed a legal act aimed at assigning a claim or establishing a pledge over a claim against the Bank,
  - n) the Client fails to comply with the obligations under Section 4.7.12. of the GTC within 30 days upon the Bank's request, and in cases where it is necessary to prevent the risk of money laundering, financing of terrorism or any action that may cause damage or other negative consequence to the Bank, its clients or a third party.
- 4.3.5. The Purchaser is entitled to withdraw from the Contract with immediate effect, if:
- a) material or recurring breach of contract on the part of the Bank occurs,

- b) the Client does not agree with amendment hereto or to the commercial terms and conditions for the particular product,
  - c) Service Charges changes significantly compared to the time of conclusion of the agreement between the Bank and the Client.
- 4.3.6. As of the commitment termination date, the Bank and the Client are obligated to take all appropriate measures necessary for damage prevention. In addition, the Client is obligated to settle all the payables for the Bank that the Bank assumed on behalf of the Client or under the Client's instructions.
- 4.3.7. The Bank notifies the Client in writing of termination of mutual contractual relationship with the Client and of cancellation of the Account and/or products and/or services to the Account as set out in Section 4.3.3. and 4.3.4. except for par. j) or cancellation of Deposit relationship as set out in Section 4.3.5. herein together with the date in the Account, Deposit relationship, service or product cancellation date.
- 4.3.8. After mutual commitment termination, the Bank shall transfer the Account balance, or other balance that is deemed the Client's receivable from the Bank (hereinafter the "Balance") to the payment account upon written instruction of the Client. If the Client does not specify the method of disposal of the balance, the Bank can disburse such a balance to any other account of the Client has maintained with the Bank, otherwise the Bank shall after the mutual commitment termination maintain the balance until limitation of the claim for repayment thereof and shall not impose any interest related thereto.
- 4.3.9. If the Bank conditions the effectiveness of the termination or withdrawal on the fulfilment of the Client's obligation to the Bank and this condition is fulfilled within the specified period, the effects of the termination or withdrawal will not take effect.

#### **4.4. Liability of the Bank**

- 4.4.1. The Bank shall be liable only for the damages it causes. In case the damage is an effect of the Client's conduct or failure to perform Client's duties, the Client assumes the liability. Objective liability principle is excluded for legal relationships of the Bank and the Client. In case the Bank ensues liability to indemnify the Client for an incurred damage, the Bank is not obligated to recompense the loss of profit, nor the non-proprietary loss.
- 4.4.2. The Bank shall examine whether the supporting documents it is obligated to take over under the contract concluded with the Client correspond to the contents of the contract. However, it is not liable for the authenticity, effectiveness and

translations of these documents, neither for the conformity of the contents to the issues of the facts and laws.

- 4.4.3. The Bank is not liable for the damage and other consequences due to the following:
- a) false or inaccurately completed payment orders or other documents,
  - b) submission of false or altered documents and written documents,
  - c) failure to report loss or theft of identification document to the Bank,
  - d) differences in the cash found out outside the cash desk,
  - e) change in the value of payment means,
  - f) acceptance of actions by persons the Bank deems, upon the submitted documents and written documents, authorised for acting.
- 4.4.4. Should any delays or errors in the processing of the Client's orders or in their reporting result in a loss, the Bank shall be liable only for the loss of interests, unless such payment orders clearly imply the risk of damage.
- 4.4.5. In case the Client fails to meet their duties under the commitments with the Bank, the Client is obligated to compensate the Bank for any damage thus incurred, even in case the breach of duty is caused by circumstances excluding liability.

#### **4.5. Notification, Delivery and Receipt of Documents**

- 4.5.1. The Bank reserves the right to notify of legally relevant facts as set out in the generally binding legal regulations by publishing them at its Business Premises, or under the publicly available parts of the Bank's information system, or in another way set out in these GTC. Frequency of providing or accessing information is arranged in the contract concluded with the Client, in general terms and conditions for the respective product or in these GTC. Unless specified otherwise, the published facts become binding for the Client on the date the notification is published.
- 4.5.2. The Bank delivers the written documents in person, by a courier service, by mail or via electronic communication media (fax, e-mail or other electronic medium) to the agreed address or to the latest address the Bank has been notified of as the Client's address.
- 4.5.3. The Client delivers the written documents in person, via a courier service, by mail or, if agreed with the Bank, via electronic communication media (fax, e-mail or other electronic medium) to the agreed address.
- 4.5.4. In case of delivery in person, i.e. collection of written documents at the Bank by the Client or an authorised person, written documents are deemed delivered the moment they are handed over to the Client. In case the addressee



refuses or fails to collect them, the documents are deemed delivered as of the third day after execution thereof.

- 4.5.5. In case of delivery by mail, written documents are deemed delivered: in the territory of the Slovak Republic on the third day ensuing dispatch thereof, abroad on the seventh day ensuing dispatch thereof, unless an earlier delivery date is proved.
- 4.5.6. Written documents delivered by a courier service are deemed delivered on the third day ensuing handing over thereof to the courier, unless an early delivery date is proved.
- 4.5.7. Written documents delivered via fax are deemed delivered the moment a message of dispatch thereof is printed out. Written documents delivered via e-mail or other electronic medium are deemed delivered the day ensuing dispatch thereof, unless an earlier delivery date is proved.
- 4.5.8. The Bank decides on the method of delivery of written documents in a form of valuables, registered or common mail, at its own discretion and under common banking practices.
- 4.5.9. The Client is to notify the Bank without any delay of any failure of delivery of any awaited written documents, especially the written documents that record the execution of payment orders and acceptance of cash. In other case the Bank shall not be liable for any damages thus incurred.
- 4.5.10. The Client gives consent that the Bank be entitled to use for offering financial and related services to the Client automatic telephone calling system, fax, e-mail, SMS or other remote communication means enabling individual communication thereof with the Client. In case the Bank decides to execute its right in line with the previous sentence, the Client hereby applies for provision of relevant information, documents and offers.
- 4.5.11. The Client gives consent that the Bank uses a short text message (SMS), MMS, push notification format and/or an e-mail message for communicating with the Client in relation to provided products and services, whereas SMS, MMS, push notification can contain information, calls, or notifications. The Bank is entitled to send an SMS, MMS, push notification to the telephone number provided by the Client, or to other known telephone numbers of the Client. Bank is entitled to send an e-mail message to the e-mail address provided by the Client.
- 4.5.12. Client and the Bank have agreed that a password the Client specified for sending e-mail account statements be at the same time a password for sending other information, notices and notifications by the Bank related with the respective account. The Bank and the Client have also agreed that if a password for sending information related with a product or a service

provided by the Bank for the Client is specified, this password shall be specified also for sending other information, notices and notifications by the Bank related with the respective product or service.

- 4.5.13. The Bank is entitled to discontinue sending statements and other notifications under Section 2.4.4 of these GTC, also reasonably with regard to other products of the Client for which the Bank provides such a statement or other notification to the Client.

#### **4.6. Verification of Written Documents Submitted to the Bank**

- 4.6.1. The Bank is entitled to require copies of letters and signatures on the letters verified by a notary or other authority as set in valid legal regulations.
- 4.6.2. The Bank is entitled to require an official translation of those foreign letters, submission whereof it requires into the Slovak language.
- 4.6.3. The Bank is entitled to require the foreign letters be issued or verified by court and offices abroad, submission whereof it requires, be supplied with prescribed verifications (legalisation clause, super legalisation clause, apostille).
- 4.6.4. The Bank is authorised to judge the adequacy and reliability of the letters the Client submits, so as to prove the authorisation of the Client for acting and to prove the facts the Client presents, at its own discretion.

#### **4.7. Identification and Conduct of Clients**

- 4.7.1. With every business transaction, the Bank requires declaration of Client's identification, whereby the Client is obligated to meet every such request of the Bank. The Bank is obligated to refuse execution of a business transaction wherein the Client stays anonymous. For purposes of protecting client's property, the bank is authorised, for authentication of Client's identity, to request also several identity certificates or provision of additional information concerning the Client or the Account, products and services.
- 4.7.2. Verification of Client's identity, correctness of identification data and authenticity of signatures pertaining to additional persons the Account owner authorised for disposing of the Account falls under the competency of the Bank. The Bank is authorised to request that the Client provides their signature in presence of an employee of the Bank. The Bank verifies Client's identity only upon original identification documents. The Client gives the Bank consent to make a photocopy of their identity cards for the purpose of Client identification. If an identity card of the Client is registered as stolen or lost with the database of the Ministry of Interior of the

- Slovak Republic, the Bank is entitled to retain such identity card and submit it to the respective authority.
- 4.7.3. The Client acts directly (a natural person acts directly if acting in person; a legal entity acts directly if represented by a statutory body) or indirectly through a representative. In case a representative acts on behalf of the Client (by law or power of attorney), identity of the representative is verified and a document proving the authorisation for representation is to be submitted.
- 4.7.4. A legal entity registered in the Companies Register acts through a statutory body, or a proxy as set out in the entry in the Companies Register. A legal entity registered in other than the Companies Register acts through persons authorised for representation as set out in the entry in the corresponding register or in the statutes, deed of foundation or other documents.
- 4.7.5. The Client registered in the Companies Register or a similar register is obligated to, after the facts that are subject to the registration in such a registry change, harmonise the registration in the relevant register with the factual legal status and submit to the Bank a current certificate of the Companies Register or a similar register. The right of the Bank to harmonise the data about the client with the up-to-date information maintained with the respective Companies Register is not affected thereby.
- 4.7.6. In case of a change as to the person authorised to act on behalf of the Client, especially in case of a change as to the person authorised to act on behalf of a legal entity or in case of a change of method of action on behalf of a legal entity, the Client is obligated to submit the Bank an original or an officially authenticated copy of a document confirming execution of such a change (extract from the Companies Register or a similar register, minutes from the General Meeting, contract on administration, contract on association of apartment non-residential premises owners, etc.). The change as to the person authorised to act on behalf of the Client, especially as to the person authorised to act on behalf of a legal entity or a change of method of action on behalf of a legal entity is effective for the Bank the day when the respective document is delivered to the Bank, while the provision of Section 4.6.4. of these GTC is not affected hereby.
- 4.7.7. In case the validity of the change as to the person authorised for acting on behalf of the legal entity, especially as to a change of the person authorised to act on behalf of a legal entity, becomes doubtful, the Bank is authorised to request that the Client, until a valid decision of the appropriate authority (court, statutory body, etc.) is rendered, to provide the Bank with written disposals on the transactions concerning the Account and funds in the Account, whereby these disposals would be signed by the original, as well as the new person who are proving authorisations thereof for acting on behalf of the Client. The Bank can otherwise proceed under Section 2.6.3. of these GTC.
- 4.7.8. In case the validity of the change as to the person authorised for acting on behalf of the legal entity becomes doubtful, the Bank is authorised to request that the Client, until a valid decision of the appropriate authority (court, statutory body, etc.) is rendered, to accept the method of acting on behalf of the legal entity upon disposing of the Account and with funds in the Account, arranged with the Client prior this change has incurred. The Bank can otherwise proceed under Section 2.6.3. of these GTC.
- 4.7.9. The Client is obligated to, without any delay, inform the Bank of all the changes that shall have incurred in the legal facts concerning the Client, especially in case of changes in the name and/or surname, business name, address, registered office, authorisation for acting, etc., whereby the Client applies with the Bank for change of these data upon submitted documents proving the execution of such a change. The notification of these new data falls under the liabilities of the Client and the Bank is entitled to consider the data notified of in writing as latest. The Bank is entitled to verify their accuracy and completeness by comparing them with the information at its disposal.
- 4.7.10. For the purposes of generally binding legal regulations, the Client hereby represents, that all funds used for execution of business transactions are in the Client's ownership and the business transactions are executed to the Client's Account. In case funds in ownership of another person or to an Account of another person are used for execution of a business transaction in an amount exceeding the amount stipulated in the generally binding legal regulations, the Client shall submit to the Bank within a reasonable time in advance a written representation stating the name, surname, personal identification number, or date of birth, and permanent residence address of the natural person, or the name, registered office and identification number of the legal entity in whose ownership the funds are and whose Account is used for the business transaction execution, whereby the Client shall also provide a written consent of the person/entity for use of their funds for the business transaction execution and/or for execution of the business transaction to the Account of that person/entity.

- 4.7.11. For purposes of generally binding legal regulations the Client hereby declares that at the conclusion of the transaction they were informed of all facts concerning the terms of the transaction, including a description of circumstances that may affect the development of the annual percentage rate of trade under the contract or the Bank's business conditions during the contractual relationship and the time to inform that such circumstances have occurred, as well as information on the amount of the annual percentage interest rate of the trade valid at the time of concluding the written trade agreement, if the interest rate is agreed, and on payments to the Client related to the trade agreement.
- 4.7.12. The Client is obligated to provide the Bank with information and documents required for executing care or identification in terms of the Act on the Prevention of Legalisation of Proceeds from Criminal Activity and Financing of Terrorism. Otherwise the Bank shall refuse conclusion of the business relationship, terminate the business relationship or refuse execution of a particular business transaction. The Bank is also entitled to refuse conclusion of a business relationship or provision of a service to the Client in case it could lead to breach of generally binding legal regulations concerning execution of international sanctions providing international peace and safety.
- 4.7.13. For purposes of meeting the obligations of the Bank in connection with the observance of tax laws and for provision of the exchange of tax information ensuing especially from:
- a) an international contract concluded between the Slovak Republic and the United States of America (hereinafter referred to as the "USA") in connection with the improvement in the observance of tax laws and the implementation of FATCA (Foreign Account Tax Compliance Act),
  - b) any contract whatsoever concluded between the Slovak Republic and any country of the EU, the EEA or the Organisation for Economic Co-operation and Development (hereinafter referred to as the "OECD"),
  - c) any generally binding legal regulations, binding directives, regulations or decisions of the National Bank of Slovakia, the European Central Bank or any other authorized body, the Client covenants, upon a call of the Bank and in a period specified therein, to provide the Bank with information as to whether the Client is a citizen or a tax resident of the USA, a member country of the EU, the EEA or the OECD, and to submit documents confirming this fact. In case the Client fails to perform the respective obligation set forth in the previous sentence, the Bank is entitled to refuse conclusion of a contract or to terminate an existing contract.
- 4.7.14. The Bank reserves the right to reject the transaction or a business transaction whose economic basis is the delivery of military material to areas or countries outside the EU/EEA countries and/or to countries with an ongoing war or countries where human rights and freedoms are being violated.
- 4.7.15. Concerning the mandatory automatic exchange of information on taxes with regard to cross-border measures subject to notification, which was implemented in the Slovak Republic in line with the generally binding legal regulations, the Client acknowledges that the bank does not propose, offer, organise, make available, does not introduce cross-border measures subject to notification (potentially aggressive tax planning measures) and also does not provide assistance, support or advice in relation to the design, offering on the market, organisation of such measure, making it available for implementation or managing the implementation and is therefore not an intermediary in the notification of potential cross-border measures. Exceptions are cases where, on the basis of expert knowledge, the bank finds that it has provided such support or assistance through the provision of banking services. In such a case, the Bank fulfils the reporting obligation as a liable person within the meaning of the said Act, unless it is proven to the Client that the information on the cross-border measure subject to notification was referred to the competent authority by another liable person in accordance with generally binding legal regulations.

#### **4.8. Banking Information**

- 4.8.1. The Client agrees that all information and documents on matters concerning them which are protected by bank secrecy, insurance secrecy, or other form of confidentiality stipulated by law, may be provided by the Bank to:
- a) persons with property interests in the Bank,
  - b) persons, in which a person meeting the condition under letter a) herein holds property interest,
  - c) persons the Bank holds property interest in,
  - d) persons, in which a person meeting the condition under letter c) herein holds property interest,
  - e) persons, in which a person meeting the condition under letter a) herein holds property interest,
  - f) persons with whom the Bank cooperates in obtaining data and information necessary for the recovery of a claim against the Client or its part, persons with whom the Bank cooperates in the recovery of receivables

- from the Client or its parts or persons to whom it has granted a power of attorney for recovery its receivables from the Client or its part,
- g) persons whereto the Bank assigns or intends to assign its receivable, or part thereof, from the Client or persons whereto the Bank assigns or intends to assign its right, or part thereof, to the Client,
  - h) persons who assume or intend to assume the Client's debt to the bank or part thereof, or who accede or intend to assume the Client's obligation to the Bank or part thereof,
  - i) persons who settle or intend to settle the Bank's receivable from the Client or a portion thereof to the Bank,
  - j) persons that have provided, provide or are to provide security of the Bank's receivables from the Client,
  - k) persons whose things, rights or property values are partly and/or completely used to secure the Bank's receivables from the Client,
  - l) person for whose loan the Client has provided, is in process of providing, or shall provide security,
  - m) person who maintains the mortgage loan registry and its members, the state administration authority which maintains the separate register and the state administration authority at the real property registry section,
  - n) persons the Bank cooperates with upon the performance and provision of the performance of its activities and/or upon provision of products or services, or persons for whom the Bank performs mediation activities and/or who perform mediation activity for the Bank, e.g. persons in favour whereof the Bank executes a collection from a Client's account, the Regional Card Processing Center s.r.o., card companies and companies the Bank cooperates with in the field of payment cards and cheques, insurance companies the Bank cooperates with, persons cooperating with the Bank in terms of an agreement on temporary assignment concluded as per the Labour Code, etc.),
  - o) persons with whom the Bank has a contractual relationship, the subject matter of which is the performance of banking activities (e.g. merchants accepting payment cards, etc.),
  - p) persons the Bank consults a business transaction with, or requires their standpoints as the transaction (e.g. its auditors, external legal advisers, interpreters), if the Bank finds it necessary,
  - q) persons the Bank has concluded any contract whatsoever or starts negotiations with, and
- that in relation with securitisation of Bank's receivables,
- r) an auctioneer whereto it shall have filed a petition for conduct of auction,
  - s) for purposes of any legal proceedings, arbitration proceedings or other proceedings whatsoever the Bank is a participant whereof, and that in the extent required and limited only for such proceedings,
  - t) other banks for the purpose of carrying out banking transactions (including branches of foreign banks and banks with no seat in the territory of the Slovak Republic)
  - u) third parties to whom the Client grants the respective authorisation.
  - v) persons who, at the request or instruction of the Client, take part in negotiations between the Bank and the Client.
- 4.8.2. Client is responsible for the accuracy, truthfulness and timeliness of the data disclosed or provided to the Bank. Bank is entitled to verify their accuracy and completeness by comparing the data with the information at its disposal.
- 4.8.3. In cases where the Client provides the Bank with personal data of third parties, the Client undertakes to inform these persons of the fact that the data was provided to the controller, being Tatra banka, a.s. under Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, also available on the website [www.tatrabanka.sk](http://www.tatrabanka.sk). This information is also available on the website [www.tatrabanka.sk](http://www.tatrabanka.sk).
- 4.8.4. Under Section 91, para. 1 of the Act on Banks, the Client agrees to provide and make available the data on banking transactions concluded with the Bank (including the data obtained by the Bank when negotiating their conclusion), their security, payment discipline in terms of repaying the liabilities, for the purpose of assessing the ability to repay the loan in the scope and under the conditions set out in Section 92a of the Act on Banks:
- operator of joint register of banking information, namely Slovak Banking Credit Bureau, s.r.o., CRN: 35 869 810, seated at Mlynské nivy 14, 821 09, Bratislava (hereinafter referred to as the "SBCB"),
  - entities authorised to process the data in SBCB,
  - banks and foreign bank branch offices,
  - through Non-Banking Credit Bureau, interest association of legal persons, CRN: 42 053 404, seated at Mlynské nivy 14, 821 09 Bratislava (hereinafter referred to as the "NBCB") to authorised users of the NBCB,



for a period of 12 months from the date of application for a loan agreement, if no loan agreement is concluded, and in the case of the conclusion of banking transaction, for the period stipulated in Section 92a of the Act on Banks.

- 4.8.5. The Bank records telephone calls with Clients, the subject matter of which may be contractual or liability relations between the Bank and the Client, and these records may be used as evidence if necessary.
- 4.8.6. At the same time, the Client agree that the Bank will make the information provided by the Client available to the payee as well as to a third party if such information is included with the Bank of Information and Documents relating to that third party.
- 4.8.7. Full information on the processing of the personal data of the Client and other persons, including the definition of the processing purposes, the legal bases of the processing and the rights of the data subjects, is available in the Personal Data Protection Memorandum available at the Bank's branches and on the website [www.tatrabanka.sk](http://www.tatrabanka.sk).

#### **4.9. Arbitration Clause and Settlement of Disputes**

- 4.9.1. If the Bank and Client conclude a mediation agreement for the settlement of the disputes, they will have the option to settle any dispute out of court by mediation under Act No. 420/2004 Coll. on Mediation.
- 4.9.2. The Bank and the Client have agreed that the legal relations between them are governed by the legal regulations of the Slovak Republic. The Bank and the Client have agreed that all disputes that have arisen or will arise from such relations will be resolved by the competent court in the Slovak Republic, unless such agreement is precluded by the applicable legal regulations. The territorial jurisdiction of the court will be determined according to the registered office of the Bank, if such an agreement on determining the territorial jurisdiction of the court is not precluded by the applicable legal regulations. If the above disputes are referred to a court, the Parties agree to submit themselves to the jurisdiction of such competent court.

#### **4.10. Income Taxation, Tax domicile**

- 4.10.1. The Bank withholds income tax on interest accruing from the Client's account or on other income paid by the Bank to the Client in accordance with the applicable legal regulations of the Slovak Republic, unless international treaties and agreements provide otherwise. Client who is not a tax resident of the Slovak Republic shall be considered the ultimate recipient of interest or other income paid by the

Bank for tax purposes. The ultimate beneficiary is the person to whom the income accrues for their own benefit and who has the right to enjoy that income without limitation free from contractual or other legal obligation to transfer that income to another person; a person who acts as an agent for another person shall not be deemed to be the ultimate beneficiary. The Client shall provide the Bank with documents certifying the facts that affect the determination of the income tax rate, including written information, if they are not the ultimate recipient of the interest or other income referred to in the preceding sentence.

- 4.10.2. If the Client fails to fulfil the obligation referred to in clause 4.10.1. of this Article and the Bank pays the wrong amount of tax to the State, the Bank has the right to satisfy its claims against the Client for liability for the damage so caused from the Client's account in the event of an additional levy of tax and the assessment of a penalty for the incorrect levy of the tax.
- 4.10.3. When claiming a lower tax rate than the tax rate applicable under the generally binding legal regulations of the Slovak Republic because the Client is a tax resident of a country with which the Slovak Republic has concluded a double taxation treaty and is the beneficial owner (the final recipient) of interest accruing from the account or other income paid by the Bank, the Client is obliged to submit to the bank a document certifying the entitlement to the claim (i.e. i.e. proof of tax domicile in the relevant country) no later than three business days before the next capitalisation (settlement) of interest on their account or before the payment, remittance or credit of other income paid by the Bank on which the Bank is obliged to withhold tax. In the absence of proof to the contrary, the Bank shall proceed on the basis of the tax domicile so notified/proven by 15.02. of the calendar year following the year for which the relevant certificate is issued. If the tax domicile certificate does not contain the year for which it is issued, the Bank shall consider it to be issued for the year in which the date of issue is. In the event that the tax domicile is not proven to the Bank or the time limit under this clause has expired, the Bank shall, in accordance with clause 4.10.1. of this Article, apply the tax rate in accordance with the generally binding legal regulation of the Slovak Republic.

#### **4.11. Restriction in the Scope of Services Provided**

- 4.11.1 The Bank reserves the right not to provide services or to limit the scope of services provided to the Customer (hereinafter the "Services") only for a necessary period of time in the event that the Bank for objective reasons is unable to provide the Services at all or only with unreasonable

efforts (hereinafter the “Obstacle”). Obstacles include, but are not limited to:

- a) failure of the Bank’s systems,
- b) failure of third party systems,
- c) declaration of a crisis situation under Act No 387/2002 Coll. on the Management of the State in Crisis Situations Outside Times of War and Martial Law, as amended, or under Act No. 371/2014 Coll. on the Resolution of Crisis Situations on the Financial Market,
- d) declaration of an emergency under Act No. 42/1994 Coll. on Civil Protection of the Population, as amended,
- e) emergency,
- f) strike.

The Bank is not liable for any damage incurred by the Client as a result of the unavailability of the Services under this Section. Unless otherwise provided for in special regulations, the Bank is liable only for the damage caused by it. The Bank’s strict liability for damages is excluded.

4.11.2. The Bank is not liable for a breach of obligations in the provision of the Service if it proves that the breach of its obligations was caused by an unavoidable event not originating in the operation or by the Customer’s own actions, or by a procedure under a special regulation. The Client’s own conduct is also understood to include the conduct of a person authorised to act for the Client. Circumstances precluding liability are deemed to be an obstacle which has arisen independently of the will of the obliged party and prevents it from fulfilling its obligations, if it cannot reasonably be assumed that the obliged party would have averted or overcome such obstacle or its consequences and, furthermore, that the obliged party would have foreseen such obstacle at the time of the occurrence of the obligation (hereinafter referred to as “Circumstance”).

4.11.3. The Bank must without undue delay inform the Client in writing of the occurrence and termination of the Obstacle or Circumstance pursuant to Section 4.11.1. or 4.11.2., and in the notice of termination of the Obstacle the Bank will specify the period during which the Obstacle persisted.

4.11.4. The Bank must resume the provision of the Services without undue delay after the Obstacle or Circumstance cease to exist. In duration of the Obstacle or Circumstance, the time limits under these GTC or other TCs and related contractual documentation are suspended. The time periods that are due to expire during the duration of the Obstacle or Circumstance must commence upon the cessation of the Obstacle or Circumstance and will be extended for the duration of the Obstacle or Circumstance. The period specified in the GTC or other TCs and related contractual documentation, which is to expire at the time of

the Obstacle or Circumstance, will be extended by the duration of the Obstacle or Circumstance. If the duration of the Obstacle or Circumstance is longer than 30 days, the Client has the right to terminate the relevant contract with immediate effect, this right may only be exercised by the Client during the duration of the Obstacle or Circumstance. For the avoidance of doubt, notice given by the Client will only have effect from the date of delivery, not retrospectively.

## **ARTICLE V. Final Provisions**

- 5.1. The Bank charges the Client for standard products and services as set out in the Service Charges. The Bank charges the Client for non-standard products and services individual charges. In addition to the charges, the Bank is entitled to reimbursement for legal representation costs, costs related to occurrence, change, termination and execution of security of receivables, costs related to recovery of Bank’s receivables, as well as the reimbursement for state charges and taxes. The Client also bears any other expenditures associated with the transactions in Client’s Account, in particular long-distance phone calls, faxes, telegrams, postal charges, etc. The Bank is entitled to clear all the above payments by debiting from the Client’s Account.
- 5.2. Relationships between the Client and the Bank conform to a corresponding contract concluded between the Bank and the Client, to the commercial terms and conditions for the relevant product and/or service, to the Bank’s General Commercial Terms and Conditions and to the generally binding legal regulations effective in the territory of the Slovak Republic respectively.
- 5.3. Unless not arranged otherwise in the contract with the Client, the Bank concludes the respective contract with the Client for an indefinite period, in Slovak language and executes communication in the course of the contract relationship with the Client in Slovak language.
- 5.4. The Bank is authorised, depending on the amendments to particular legal regulations or its business policy, or upon the Bank’s Management decision, to amend or completely replace these GTC (hereinafter referred to as the “Amendment”). The Bank shall publish this amendment, as well as the start date as to validity and effectiveness thereof, at its Business Premises and on its website, and the Bank shall ensure the publishing not later than 15 days prior to the Amendment effective date. If the Client disapproves of the amendment to the GTC, the Client is obligated to notify the Bank of the disapproval in writing at latest until the Amendment effective date. Unless the Bank and the Client agree

otherwise, they are entitled to terminate their mutual commitments and settle their respective liabilities. In case the Client fails to notify the Bank within the above-stated period of the disapproval of the amendment to the GTC, the Client shall be deemed giving consent to the amendment and the mutual relationships between the Bank and the Client shall as of the amendment effective date conform to the amended GTC. In the case of Amendments in favour of the Client, the Bank informs about the change at the latest without undue delay after making the Amendment, while such Amendment does not entitle the Client to terminate the contractual relationship. The Bank and the Client have agreed that, to the extent that this point contains a different regulation than the provision of Section 32, par. 1 of the Payment Services Act, the provision of this Act shall not apply.

5.5. The Bank publishes the GTC on its website and in its Business Premises. If the GTC are carried out in several language versions, Slovak language version is the version which is legally binding. The GTC are valid even after the legal relationship between the Bank and the Client terminates, and that until

the complete settlement of mutual commitments thereof. Client is entitled to request provision of GTC in paper or electronic form at any time in the course of the contract relationship with the Bank.

- 5.6. The Agreement on Account along with the respective Specimen Signatures and these Commercial Terms and Conditions together form the Framework Agreement on Payment Services pursuant to the respective provisions of the Act on Payments Services.
- 5.7. These GTC replace the General Commercial Terms and Conditions of Tatra banka, a.s. for Natural Entities – Entrepreneurs and Corporate Entities effective from 1.01.2024. In the event that the agreement between the Bank and the Client being a natural person - entrepreneur and/or legal entity refers to the General Commercial Terms and Conditions of Tatra banka, a.s., this reference in the relevant agreement is considered a reference to these GTC.
- 5.8. These GTC become valid upon the day of publication thereof at business premises of the Bank and effective on 01.02.2025.