

## **Business Terms and Conditions of organizational unit J&T BANKA, a. s., pobočka zahraničnej banky**

### Contents

#### PART I: Introductory Provisions

- ARTICLE 1: Information about the Bank
- ARTICLE 2: Information about Supervision over the Bank
- ARTICLE 3: Rules of Interpretation
- ARTICLE 4: Definitions of the Terms

#### PART II: Bank Services

- ARTICLE 1: Entering into Contract by and between the Client and the Bank
- ARTICLE 2: Instructions
- ARTICLE 3: Payment Limits

#### PART III: Communication between the Bank and the Client

- ARTICLE 1: Forms of Communication
- ARTICLE 2: Online Banking
- ARTICLE 3: Phone Banking
- ARTICLE 4: Authorized Account Users

#### PART IV: Current Accounts and Payment Services

- ARTICLE 1: Opening a Current Account
- ARTICLE 2: Paying Interest on the Current Account
- ARTICLE 3: Disposal of the Current Account
- ARTICLE 4: Payment Services – General Provisions
- ARTICLE 4A: Payment Initiation Service
- ARTICLE 4B: Account Information Service
- ARTICLE 4C: Confirmation of the Balance at the Request of Other Provider Issuing the Payment Card
- ARTICLE 5: Cashless Payment Services
- ARTICLE 6: SEPA Payment, SEPA Instant Payment and SEPA Direct Debit
- ARTICLE 7: Foreign Payments
- ARTICLE 8: Periods for Providing Cashless Payment Services
- ARTICLE 9: Cash Payment Services

#### PART V: Deposit accounts

- ARTICLE 1: Deposit Establishment
- ARTICLE 2: Interest Paid on Deposit Accounts
- ARTICLE 3: Time Deposit Account
- ARTICLE 4: Deposit Account with Notice Period
- ARTICLE 5: Deposit Termination

#### PART VI: Investment Services

- ARTICLE 1: Provision of Investment Services
- ARTICLE 2: Instruction
- ARTICLE 3: Instruction Refusal
- ARTICLE 4: The Instruction for the Purchase of Financial Instruments
- ARTICLE 5: The Instruction for the Sale of Financial Instruments
- ARTICLE 6: Conflict of Interests
- ARTICLE 7: Accounting and Settlement
- ARTICLE 8: Currency Conversion
- ARTICLE 9: Record-Keeping of Financial Instruments
- ARTICLE 10: Safekeeping and Custody of Financial Instruments
- ARTICLE 11: Provision of Services of CDCP SR and CDCP ČR Member

#### PART VII: Other Bank Products and Bank Services

- ARTICLE 1: Safe Deposit Boxes
- ARTICLE 2: Gold Castings
- ARTICLE 3: Bank Storage of Things

#### PART VIII: Payment cards

- ARTICLE 1: Issue and Use of Debit Payment Card
- ARTICLE 2: Settlement and Payments of Debit Payment Card
- ARTICLE 3: Issue and Use of Charge Payment Card
- ARTICLE 4: Settlement and Payments of Charge Payment Card
- ARTICLE 5: Issue and Use of Credit Payment Card
- ARTICLE 6: Settlements and Payments of Credit Payment Card
- ARTICLE 7: Security Instructions for Payment Card and Common Provisions for Payment Cards

#### PART IX: Credit Trades and Bank Guarantees

- ARTICLE 1: General Provisions for Contractual Credit Relationships
- ARTICLE 2: Performance Fulfilment
- ARTICLE 3: Interest, fees and costs
- ARTICLE 4: Payment
- ARTICLE 5: Performance Fulfilment and Insurance
- ARTICLE 6: Client's Declaration
- ARTICLE 7: Client's Notification Obligation and Checking the Compliance with the Contractual Terms

#### PART X: Common Provisions

- ARTICLE 1: Protection of Personal Data and Confidential Information
- ARTICLE 2: Statements
- ARTICLE 3: Complaints
- ARTICLE 4: Fees, Costs and Taxes
- ARTICLE 5: Set-off of Claims and Third-Party Claims
- ARTICLE 6: Responsibility of Bank and Use of Third Parties
- ARTICLE 7: Termination of Contractual Relations
- ARTICLE 8: Material Breach of Contract

#### PART XI: Final provisions

- ARTICLE 1: Final provisions

## PART I: Introductory Provisions

### ARTICLE 1: Information about the Bank

#### 1.1 Basic information:

##### **J&T BANKA, a. s.**

Registered office: Sokolovská 700/113a, 186 00 Prague 8, Czech Republic,

Reg. No.: 471 15 378, registered with the Companies Register of the Municipal Court in Prague, File No. B 1731,

Operating in the Slovak Republic through its branch office

##### **J&T BANKA, a. s., pobočka zahraničnej banky**

Registered office: Dvořákovo nábrežie 8, 811 02 Bratislava

Company ID No.: 35 964 693, registered with the Companies Register of the Bratislava III Municipal Court, section Po, insert No. 1320/B

#### 1.2 Contact details:

Dvořákovo nábrežie 8, 811 02 Bratislava, Slovak republic  
Phone (in the case of misuse or suspicion of misuse of Online Banking): +421 800 900 500

Phone (in the case of misuse or suspicion of misuse of Payment Cards): +420 800 226 558

Phone (contact for Phone Banking, also referred to as "Comfort Line"): +421 800 900 500

Phone (alternative contact for Phone Banking, also referred to as "Comfort Line", also usable from abroad): +421 232 607 187

E-mail: [info@jtbanka.sk](mailto:info@jtbanka.sk)

Web Site: [www.jtbanka.sk](http://www.jtbanka.sk)

1.3 J&T BANKA, a. s., pobočka zahraničnej banky is authorized to provide Bank Services in the extent according to the line of business registered with the Companies Register. J&T BANKA, a. s., pobočka zahraničnej banky operates in the Slovak Republic on the basis of single passport according to Directive No. 2013/36/EU.

1.4 The Bank is entitled to provide the following investment services and investment activities:

- a) reception and transmission of Instructions in relation to one or more Financial Instruments, namely in relation to transferrable Securities and money market instruments,
- b) execution of Client Instructions on the Client's account, namely in relation to transferrable Securities and money market instruments;
- c) dealing on own account, namely in relation to transferrable Securities and money market instruments,

1.5 The Bank is entitled to provide the following auxiliary services:

- a) safekeeping and administration of Financial Instruments on the Client's account, including custodianship;
- b) execution of Deals with foreign exchange values if they are connected with the provision of investment services,

1.6 The Bank is entitled to provide further services according to the Securities Act and Act on Banks, namely:

- a) services of a member of the Central Securities Depository of the Slovak Republic (Centrálny depozitár cenných papierov SR, a. s.),

b) participation in issues of Securities and provision of related services.

1.7 Any changes on the part of the Bank relating to Clauses 1.1 and 1.2 hereof are not deemed to constitute change of the contractual relationship (contractual terms and conditions) between the Bank and the Client. The Bank is entitled to notify the Client of change of the data provided in Clauses 1.1 and 1.2 hereof by means of a notice published on the Bank's Web Site and at the Bank's Points of Sale and provided to the Client on a durable medium.

### ARTICLE 2: Information about Supervision over the Bank

2.1 The supervision over the Bank is performed by the Czech National Bank and the National Bank of Slovakia, namely each of them in the extent of their authorizations stipulated by the Relevant Legal Regulation. The National Bank of Slovakia also performs supervision over the compliance with the Act on Consumer Loans.

#### 2.2 The Czech National Bank

Na Příkopě 28, 115 03 Praha 1

Tel.: +420 224 411 111

Fax: +420 224 412 404

E-mail: [podatelna@cnb.cz](mailto:podatelna@cnb.cz)

Web: [www.cnb.cz](http://www.cnb.cz)

#### 2.3 The National Bank of Slovakia

Imricha Karvaša 1, 813 25 Bratislava

Tel.: +421 2 5787 1111, +421 2 5865 1111

Fax: +421 2 5787 1100,

E-mail: [info@nbs.sk](mailto:info@nbs.sk)

Web: [www.nbs.sk](http://www.nbs.sk)

### ARTICLE 3: Rules of Interpretation

3.1 These Business Terms and Conditions constitute business terms and conditions of the Bank issued, in compliance with Section 273 of the Commercial Code and Section 37 of the Act on Banks, as general business terms and conditions regulating the rights and obligations between the Client and the Bank in relation to the provision of Bank Services, which the Bank provides to Clients on the basis of Contract and Instructions. The Business Terms and Conditions also regulate other rights and obligations of Client and the Bank.

3.2 The Business Terms and Conditions are fully binding for the Bank and Client and deemed to constitute part of the Contract. Differing provisions contained in the Contract shall prevail over the provisions of the Business Terms and Conditions. The provisions of the Business Terms and Conditions shall prevail over dispositive provisions of the Relevant Legal Regulations. These Business Terms and Conditions shall be governed, as a support, by the relevant provisions of the Commercial Code, Civil Code, as well as by the provisions of other Relevant Legal Regulations.

3.3 Headings of single Articles hereof are used for orientation in the text and only have auxiliary use for the purpose of interpretation of the Contract and of these Business Terms and Conditions. Unless expressly provided, references to single Articles and Clauses

herein are references to the relevant Articles and Clauses hereof. Unless otherwise clearly implied by the context, capitalised terms shall have the meaning determined herein or in the Contract. The terms can be in singular or plural form. Terms expressing masculine gender shall also include feminine gender and neutral gender, and vice versa. Terms referring to individuals shall include both natural persons and legal entities, unless expressly provided otherwise. All references to the Relevant Legal Regulations made herein or in the Contract shall be interpreted as references to the Relevant Legal Regulations in their valid and effective wording.

- 3.4 The provisions of the Contract, these Business Terms and Conditions or their annexes stipulating the rights and obligations of the Client shall also apply to the Representatives accordingly. Where the Contract, the Business Terms and Conditions or the annexes thereto uses the term "Client", it shall be deemed that the rules also apply accordingly to the Representative. The Client shall be fully responsible for the actions made by the Representative acting on the basis of power of attorney.
- 3.5 The Bank and the Client shall attempt to solve any legal disputes arisen on the basis of their relationships via negotiations in good faith and they shall attempt to avoid any proceedings in front of a court.

#### ARTICLE 4: Definitions of the Terms

The capitalised terms used herein, in the Contract, or in the communication with the Client shall have the following meaning:

**"3D Secure Code"** shall mean a one-time code which is sent via SMS to the Mobile Phone Number of the Card Holder specified in the Instruction regarding the Payment Card issue in the course of execution of the Card Transaction. The Card Transaction will not be executed without the alphanumeric code.

**"Active Authorization"** shall mean the scope of authorization of the Representative in relation to Bank Services which allows creation and entering of Instructions and also includes the possibility of their Authorization.

**"Active Authorization without the Possibility of Authorization"** shall mean the extent of the Representative's authorization in relation to Bank Services which allows the creation of Instructions and does not include the possibility of their Authorization.

**"Authentication Code"** shall mean a one-time code generated using the Authorization Key, which is used for login to Online Banking.

**"Authentication Site"** shall mean the internet site [https://e-portal.jtbank.cz/index\\_sk.html](https://e-portal.jtbank.cz/index_sk.html) for Internet Banking and/or <https://login.jtbanka.sk> (available via <https://internetbanking.jtbanka.sk>) for the new Internet Banking, through which the Client's Identity Verification is carried out in Online Banking and within the Payment Initiation Service and the Payment Account Information Service.

**"Authorization"** shall mean Client's consent to a Transaction, Card Transaction or other performance.

**"Authorization Centre"** shall mean a centre operating on a 24/7 basis taking care of the activities connected with the issuance and acceptance of Payment Cards and with verification and consent granting to the performance of

payment operations made by way of Payment Cards based on the terms and conditions set forth by the Bank. The services of the Authorization Centre on behalf of the Bank are carried out by NEXI.

**"Authorization Key"** shall mean the DigiPass 270 Express Authorization Key, Hardware Token Authorization Key, Mobile Token Authorization Key, or SMS Authorization Key. The generation of the Authorization Code and Authentication Code using the Authorization Key may be protected by a special numeric code (PIN) set by the Client, who is obliged to protect it to the same extent as the Security Components.

**"DigiPass 270 Express Authorization Key"** shall mean an electronic device generating an Authorization Code and Authentication Code for the Client.

**"Hardware Token Authorization Key"** shall mean an electronic device generating an Authorization Code and Authentication Code for the Client.

**"Mobile Token Authorization Key"** is part of the JTB TOKEN application and it is used to generate an Authorization Code and Authentication Code.

**"SMS Authorization Key"** shall mean an electronic service through which the Bank generates and sends an Authorization Code and Authentication Code to the Client's Mobile Phone Number.

**"Authorization Code"** shall mean a one-time code generated by means of the Authorization Key which is used for the Authorization of Instructions.

**"Authorized Account"** shall mean the Client's Current Account. The Bank transfers funds from the Trading Account if the Client has set up an automatic transfer of funds from the Trading Account to the Authorized Account.

**"Bank"** shall mean the company J&T BANKA, a. s., with its seat at Sokolovská 700/113a, 186 00 Prague 8, Registration No.: 471 15 378, registered with the Companies Register of the Municipal Court in Prague, File No. B 1731, operating the territory of the Slovak Republic through its organizational unit J&T BANKA, a.s., pobočka zahraničnej banky, with its seat at Dvořákovo nábřeží 8, 811 02 Bratislava, Registration No.: 35 964 693, registered with the Companies Register of the Bratislava III Municipal Court, section Po, insert No. 1320/B.

**"Banker"** shall mean an employee of the Bank who is entrusted with performance of negotiations with the Client regarding the conclusion of Deals, with performance of Identification and Identity Verification of the Client. In the Bank-Client relationship, the Banker is the person with whom the Client preferentially communicates and that person is obliged to provide for professional care of the Client.

**"ATM"** shall mean a device by means of which the Card Holder is enabled to:

- Withdraw cash by means of the Payment Card,
- Other services, if any, provided by the ATM.

**"Bank Service"** or **"Bank Product"** shall mean products, services, as well as other activities or any of them, which the Bank provides to Clients, and unless otherwise implied by the contents of the particular provision, the term also includes the Investment Services.

**"BBAN"** (Basic Bank Account Number) shall mean the basic account number which represents the bank code, prefix and account number.

**"BCPB"** shall mean the Bratislava Stock Exchange (Burza cenných papierov v Bratislave, a. s.), with its seat at Vysoká 17, Bratislava 811 06, Registration No.: 00 604 054, registered with

the Companies Register of the Bratislava III Municipal Court, section: Sa, Insert No. 117/B.

**“Contactless Payment”** shall mean Card Transaction made by means of contactless chip technology of the company Mastercard allowing execution of cashless payment transaction by placing the Payment Card or Technical Device to contactless reader of the POS terminal or ATM.

**“Safe Deposit Box”** shall mean a vault-type lockable device enabling storage of items fit for such storage, located in the Bank's vault at the address Dvořákovo nábrežie 8, Bratislava, and opened pursuant to Section 2(2)(k) of the Act on Banks.

**“Security Components”** shall mean Password for Online Banking, Password for Phone Banking, Password for Document Encryption, Authorization Key, Authentication Code, Authorization Code, Payment card PIN and ePIN or also other Security Components agreed between the Client and the Bank. The Bank may introduce additional Authentication and Authorization method or a new Security Component. The Bank may at any time add, cancel or replace individual Security Components with new ones. Such change shall be communicated by the Bank to the Client in any of the ways specified in Clause 1.1, Article 1., part III. hereof. If the reason for the change is the preservation of safety, the change may be performed immediately without prior notice to the Client. The Client is obliged to act in such a way so as not to allow, by their actions or omissions, any misuse of the Client's Security Components.

**“Current Account”** shall mean a Bank Product the subject matter of which is maintenance of an account, by the Bank for the Client, by means of which the Client uses the payment services provided by the Bank. Current Account shall mean the Client's payment account as defined by the Act on Payment Services.

**“BIC”** (Bank Identifier Code) shall mean a bank swift address allowing unambiguous identification of the relevant bank in the relevant country.

**“Blocking”** shall mean temporary or permanent suspension of the right to perform Transactions and/or Card Transactions. In Online Banking and Phone Banking, Blocking shall mean temporary or permanent suspension of the right to perform operations and Transactions and blocking of access to Online Banking and Phone Banking.

**“CDCP SR”** shall mean Central Securities Depository of the Slovak Republic (Centrálny depozitár cenných papierov SR, a. s.), with its seat at ul. 29. augusta 1/A, 814 80 Bratislava, Company ID: 31 338 976, registered with the Companies Register of the Bratislava III Municipal Court, section: Sa, Insert No. 493/B.

**“CDCP ČR”** shall mean the Central Securities Depository of the Czech Republic (Centrální depozitář cenných papírů, a. s.), Registration No.: 250 81 489, with its seat at Prague 1, Rybná 14, ZIP 110 05, Czech Republic, registered with the Companies Register of the Municipal Court in Prague, section B, insert No. 4308.

**“CID”** shall mean Creditor Identifier which serves to unambiguously identify the Beneficiary of the SEPA direct debit, meaning that it belongs to a single Beneficiary only.

**“Total Receivable of the Bank”** shall mean receivable of the Bank towards the Client representing the aggregate amount of balance of the utilized Loan Facility of the Charge Payment Card, and/or Loan Limit of Credit Payment Card, Loan Principal,

Interest on Loan and fees pursuant to the Schedule of Fees according to the accounting balance of the Card Account.

**“Security”** shall mean registration, in the shape and form determined by law, that can be valued by money and that is connected with the rights according to the Securities Act and rights according to special laws, in particular, the right to demand certain property performance or perform certain rights towards persons determined by law.

**“CRS”** shall mean the Common Reporting Standard constituting the standard for automatic exchange of information in the tax area.

**“Cut-off time”** shall mean the time determined by the Bank for submitting the Payment Order specified in the Notification of time limits for the execution of payment services, upon expiration of which the Payment Order shall be considered as received on the following Business Day; this may vary in the case of SEPA instant payments. Periods for performing the payment services are published by the Bank on the Bank's Web Site and at the Bank's Points of Sale.

**“Contract No.”** shall mean the number stated in the heading of the Contract which is assigned to every Contract by the Bank.

**“Payment Card Number”** shall mean the 16-digit number provided on the Payment Card.

**“Maturity Date”** shall mean, for a Charge Payment Card, the day in month determined by the Bank until when the Client has to pay the Total Receivable of the Bank, i.e. until when funds in the amount of the Total Receivable of the Bank have to be credited to the determined account of the Bank so that the Bank will charge the Client no interest on late payment of a Monthly Instalment or a part of it. The Bank determined the 20th calendar day in month as the Maturity Date for Charge Payment Card. If the Maturity Date falls on a day that is not Business Day, the Maturity Date is the next following Business Day.

**“Payment Date”** shall mean the day when the instalment of the owed sum/Monthly Instalment was credited to the Card Account.

**“Depository”** shall mean a person who maintains a register or separate record of book-entry Securities and who settles trades in Financial Instruments.

**“Authorized Account User”** shall mean Representative to whom the Client has granted by a designated Instruction the authority to act on behalf of the Client in relation to the Bank, in person, through Online Banking, Phone Banking, and Payment Initiation Service. The Authorized Account User is entitled to act for the Client only to the extent of the disposition authority specified by the Client in the Instruction by which the Client has granted the disposal authority to the Authorized Account User.

**“FATCA Implementation Agreement”** shall mean the agreement between the Slovak Republic and the United States of America to improve international tax compliance and to implement FATCA entered into for the purposes of FATCA implementation.

**“Identity Document”** shall mean a document issued by a public administration body, which states the first name, surname and date of birth, appearance, and possibly other data allowing identification of the person who submitted the document as its authorized holder and the valid by date which shall not be sooner than the day following the day of signing the Contract. For the purposes of use in relation to the Bank, the Identity Document shall mean, primarily, ID card or passport provided

that they comply with the requirements referred to in the previous sentence.

**“Questionnaire”** shall mean a set of questions, the truthful answering of which by the Client is necessary both for the performance of Diligence and for the evaluation of the Client's knowledge and experience in investing. The Client is obliged to truthfully answer the questions from the Questionnaire at the Bank's request.

**“Confidential Information”** shall mean any information that is subject of bank secrecy pursuant to the Act on Banks.

**“Card Holder”** shall mean a person who is entitled to make Card Transactions and whose name is provided on the Payment Card. If the Card Holder is a different person than the Client, the provisions valid for the Representative shall apply to such a person accordingly.

**“Custodianship”** shall mean administration whereby the Bank, in its own name and for the account of the Client, performs legal acts required for the exercise and maintenance of rights connected with the Financial Instrument for the Client as the owner of the Financial Instrument towards third parties, namely in the extent according to the Contract and the Business Terms and Conditions.

**“Holder's Account”** shall mean an account of the Bank according to Section 105a of the Securities Act.

**“ePIN”** (Electronic Personal Identification Number) shall mean a numerical code serving for Authorization of the Internet Card Transactions by the Card Holder.

**“EU/EHP”** shall mean a member country of the European Union (EU) and the European Economic Area (EEA).

**“EURIBOR”** shall mean the interest rate for the EURO currency, quoted on the part of EURIBOR 01 by Reuters Agency at about 12:00 GMT (CET).

**“FATCA”** shall mean the Foreign Account Tax Compliance Act.

**“Financial Settlement”** shall mean payment or receipt of purchase price in consideration of the Financial Instruments.

**“Financial Instrument”** shall mean the financial instrument referred to in Section 5(1) of the Securities Act the Client is entitled to deal with within the framework of provision of Investment Services in compliance with the Contract. The list of Financial Instruments the Client is entitled to deal with is provided in the current wording of the Overview of Selected Products and Services and/or in any other document provided on the Bank's Web Site.

**“Czech Investor Compensation Fund”** shall mean the Investor Compensation Fund of the Czech Republic (Garančný fond obchodníkov s cennými papiermi Českej republiky) which shall, in the event that the Bank as the trader in securities is not able to meet its liabilities to Clients, pay compensations to clients. More detailed information about the Investor Compensation Fund of the Czech Republic is available at its website [www.gfo.cz](http://www.gfo.cz).

**“Financial Market Guarantee System”** (Garanční systém finančního trhu) is an organisation providing for payment of compensations of the insured deposits. More information about payments of compensations from the Fund and about the Fund is available at <https://www.garancnisystem.cz>.

**“Operating Day Schedule”** shall mean the document published on the Bank's Web Site and at the Bank's Points of Sale, determining the timetable for acceptance and execution of the Instructions for purchase and sale of Financial Instruments and keeping records of movements on the Trading Account.

**“Password for Online Banking”** is used for the Identity Verification of the Client for the purpose of using Online Banking.

**“Password for Phone Banking”** is used for the Identity Verification of the Client for the purpose of using Phone Banking.

**“Password for Document Encryption”** is used to ensure the confidentiality of documents sent by the Bank to the Client via electronic mail.

**“IBAN”** (International Bank Account Number) is internationally standardized format of account number which allows unambiguous identification of the account, country and bank institution of the payment beneficiary.

**“Identification”** shall mean identification in accordance with the Act on Protection against Income Legalization.

**“Collector”** or **“SEPA Direct Debit Payee”** shall mean the recipient of the funds collected within the SEPA direct debit.

**“Investment Service”** shall mean services of the Bank provided to the Client within the framework of main and ancillary investment services.

**“Investment Portfolio”** shall mean an account through which the Bank provides Investment Services to the Client. It includes the Asset Component and the Trading Account through which the Bank keeps records of the Client's Financial Instruments and funds. The Investment Portfolio is not in the nature of a payment account and the funds in the Trading Account do not bear interest or otherwise appreciate in value. The Investment Portfolio fully replaces the Investment Account as defined in the Business Terms and Conditions effective until 18 June 2023, which automatically changed to the Investment Portfolio with all its characteristics and functionalities on 19 June 2023.

**“Direction”** shall mean an order, request or any other type of the Client's demand in the form prescribed by the Bank or CDCP SR or CDCP ČR; the contents of the Direction is execution of an act within the framework of safekeeping, administration or execution of an act within the framework of provision of services of a member of CDCP SR or CDCP ČR.

**“Bank's Web Site”** shall mean the Bank's internet site [www.jtbanka.sk](http://www.jtbanka.sk), which is the Bank's web site at the same time. By means of the Bank's Web Site.

**“Online Banking”** is a special way of communication between the Client and the Bank allowing enciphered communication of the Client with the Bank by means of public computer network – the Internet. It allows the Client to make active or passive operations with the Client's Bank Products. Communication via Online Banking takes place via “Internet Banking” and/or “new Internet Banking”.

**“Loan Principal”** shall mean the loaned sum of financial means of the Loan Limit and/or Loan Facility during the Settlement Period from which the Bank calculates the amount of Interest on Loan and the amount of which reduces with instalments of the owed sum/Monthly Instalments.

**“ISIN”** shall mean (International Securities Identification Number) a twelve-digit alphanumeric international identification number of security assigned for the purpose of dealing with the securities.

**“JTB TOKEN”** shall mean a mobile application of the Bank, which is used primarily for Identity Verification, Authorization, and sending information and/or notification messages to the Client.

**“Card Transaction”** shall mean cashless (payment for goods and services) or cash (cash withdrawal) payment operation or

other use of Payment Card in the territory of the Slovak Republic or abroad in compliance with the Business Terms and Conditions.

**“Card Account”** shall mean an account opened for the Client and it is intended for the settlement of all Card Transactions, Interest on Loan and fees connected with the administration and use of the Credit Payment Card and Charge Payment Card.

**“Client”** shall mean the person to whom the Bank provides Bank Service and who negotiates with the Bank about the provision of Bank Service.

**“Beneficial Owner”** shall mean each individual listed in the definition of the beneficial owner under Art. 6a of the Act on Protection against Criminal Income Legalization including, without limitation, each natural person who actually controls the legal entity, natural person – entrepreneur, or non-investment pooled asset fund, and each natural person to the benefit of which such entities carry out their activities.

**“Correspondence Address”** shall mean the address of Client's permanent residence or seat stipulated in the Contract or address declared by the Client as address for delivery of correspondence.

**“SEPA Countries”** shall mean the countries in the SEPA zone. The list of SEPA Countries is available at the European Payments Council's web site [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).

**“Credit Payment Card”** is a mean of payment used by the Client to make cashless (payments for goods and services) and cash payment transactions (cash withdrawal) in the territory of the Slovak Republic or abroad, namely to the debit of the Card Account. The Bank provides (i) a Credit Payment Card with Security and (ii) a Credit Payment Card without Security. The Bank provides the Client with revolving Loan Limit payable as at the Final Maturity Date; by using the Credit Payment Card the Client utilizes a purpose-free revolving loan granted by the Bank. The revolving loan is being renewed upon every instalment paid and it can be utilized by the Credit Payment Card up to the amount of the Loan Limit.

**“Credit Payment Card without Security”** shall mean a Credit Payment Card with a Loan Limit due on the Final Maturity Date. If there is a Total Receivable of the Bank, the Client is obliged to pay the Bank a regular monthly instalment due on the 20th day of the relevant calendar month, with the minimum repayment equal to the sum of 10% of the outstanding amount of the Loan, up to a maximum of the Bank's Total Receivable of the Bank.

**“Credit Payment Card with Security”** shall mean a Credit Payment Card with a Loan Limit due on the Final Maturity Date. A credit drawn through a Credit Payment Card with Security is secured by a Security Deposit. The minimum instalment of the amount due is not set by the Bank.

**“Exchange List”** shall mean a document of the Bank which contains exchange rates used in cashless and cash payment operations. The Bank usually sets exchange rates once a day. In the case of significant fluctuations of exchange rates on the interbank market, the Bank is also entitled to change the Exchange List during Business Day without prior notice to the Client. The Exchange List is published on the Bank's Web Site and at the Bank's Points of Sale.

**“Utilization Limit”** shall mean the total sum in which the Bank has allowed the Card Holder to perform Card Transactions in the determined period of time. Utilization Limit is set exclusively in EUR. If the Client requests by Instruction the

issuance of a Debit Payment Card for an account held in a currency other than EUR, the Utilization Limit will be set in EUR. If the Utilization Limit was set in a currency other than EUR, the Bank is entitled to unilaterally change this Utilization Limit to EUR.

**“Asset Component”** shall mean the part of the Investment Portfolio through which the Bank keeps records of the Client's Financial Instruments.

**“Property Settlement”** shall mean performance of registration in the records of owners of book-entry Financial Instruments which (the records) are kept according to the laws of the relevant market, namely to the debit of the property account of the transferor of the Financial Instruments and to the credit of the Client's Property Account or Holder's Account in the case of purchase of book-entry Financial Instruments, or to the debit of the Client's Property Account or Holder's Account and to the credit of property account of the transferee of the book-entry Financial Instruments in the case of sale of book-entry Financial Instruments; in the case of documentary Financial Instruments, Property Settlement shall mean takeover or handover of the documentary Financial Instrument to the Bank;

**“Property Account”** shall mean (i) owner's account according to Section 105(3) of the Securities Act, opened and maintained for the Client by the Bank as member of CDCP SR or opened for the Client directly by CDCP SR, on which the Client's Financial Instruments are reported according to Section 105 of the Securities Act separately from the assets of the Bank; and/or (ii) owner's account opened for the Client in CDCP ČR; and/or (iii) owner's account opened in separate records. The Bank shall provide for opening of the Property Account for the Client so that it will correspond to the reported Financial Instruments of the Client in the most suitable way.

**“SEPA Direct Debit Mandate”** shall mean the articulation of the consent and authorisation by Payer to the Beneficiary and provider of payment services to Beneficiary with regard to the initiation of direct debit from the Payer's specific payment account.

**“Card Currency”** shall mean the currency of the Current Account to which the Payment Card is issued. In the case of Charge Payment Cards, it is the currency of the Loan Facility. In the case of Credit Payment Cards, it is the currency of the Loan Limit.

**“Currency of Liability”** shall mean the currency in which the Bank is required to provide performance to the Client or to another person under the Contract. If the Bank provides cash performance on the basis of an invalid or non-existent Contract, the Liability Currency is the currency in which the Bank provided that performance.

**“Monthly Instalment”** shall mean the sum corresponding with the total amount of Card Transactions made by the Charge Payment Card and settled to the debit of the Loan Facility in the relevant calendar month, which (the sum) can be increased by fees of the Bank, default interest or by any other costs related to the performance of Card Transactions, i.e. including the suffered damage and unjustified enrichment. The amount of the Monthly Instalment shall be determined together with the Statement.

**“Minimum Deposit Amount”** represents the amount published on the Bank's Web Site and at the Bank's Points of Sale, in the Overview of Selected Products and Services for individual types of Deposits. The Bank does not accept deposits in the amount lower than the Minimum Deposit Amount. If the existing

Deposit of the Client drops under the Minimum Deposit Amount for whatsoever reason, the Bank does not pay interest on such Deposit.

**“Mobile Phone Number”** shall mean a mobile phone number that must be unique for each natural person, i.e., one mobile phone number is recorded by the Bank in relation to one natural person only.

**“J&T Foundation”** shall mean a special-purpose pool of assets used to support a public benefit purpose. It was established on 26 September 2006. It was founded on the date of its registration in the register of foundations of the Ministry of Interior of the Slovak Republic on 12 October 2006 under number 203/Na-2002/851.

**“Rent”** shall mean the Bank's reward for the lease of a Safe Deposit Box in the amount determined by the Schedule of Fees. The Rent can be agreed as a monthly rate or yearly rate depending on the lease period specified in the Client's Instruction.

**“Costs”** shall mean costs of the Bank which were spent purposefully and provably in connection with the provision of Bank Service and which are not included in the Fees, for instance, fees paid to market organizers, contractual partners of the Bank, CDCP SR, Depository, etc.

**“CSDR Regulation”** shall mean Regulation (EU) No 909/2014 of the European Parliament and of The Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012, as amended, along with its associated regulatory and implementing technical standards.

**“Nexi”** shall mean the company NEXI Central Europe, a.s., with its registered office at Röntgenova 1, 851 01 Bratislava – Petržalka, Company ID: 31 372 074, registered in the Companies Register kept by the Bratislava III Municipal Court, Section: Sa, Insert No.: 7007/B.

**“Unlisted Owner's Account”** shall mean an owner's account established in the CDCP SR by 30 September 2015 for a natural or legal person for whom the CDCP SR is not obliged to establish an owner's account at their request as of 1 October 2015 pursuant to Article 105(2) of the Securities Act. The owner of an Unlisted Owner's Account may request selected services exclusively from a Commissioned Member.

**“Civil Code”** shall mean Act No. 40/1964 Coll. Civil Code, as amended.

**“Deal”** shall mean the legal relationship between the Client and the Bank in compliance with the Contract by means of the Contract or Instruction on the basis of which the Bank will provide Bank Product to the Client.

**“Bank's Points of Sale”** shall mean sub-branches, operations and other premises of the Bank open to public, where the Bank provides Bank Services to Clients.

**“Business Terms and Conditions”** shall mean these Business Terms and Conditions of J&T Banka, a. s., pobočka zahraničnej banky. The current wording of the Business Terms and Conditions is available for the Client on the Bank's Web Site and at Bank's Points of Sale.

**“Trading Account”** shall mean the part of the Investment Portfolio through which the Bank keeps records of the Client's funds, by individual currencies. The Trading Account is not a payment account. When transferring funds to the Trading Account, the Client must indicate the number of the Investment Portfolio as a variable symbol, or the Client's birth

number (Client - natural person) or ID number (Client - legal entity or natural person entrepreneur). As regards payments for which it is not possible to indicate the variable symbol, the Client is obliged to demonstrably identify the payment in another way, e.g., by indicating the Investment Portfolio number in the payment note or in another agreed manner. If the Client fails to comply with the obligation to identify the payment, the Bank shall not be liable for any damage resulting from the failure to comply with this obligation. If the Client fails to transfer funds to the Trading Account in accordance with the Business Terms and Conditions, in particular if the Client fails to properly identify the payment, the Bank shall not be obliged to credit the funds to the Trading Account and shall be entitled to send the funds back to the account from which they were sent. If the Client has several Investment Portfolios, the Client is obliged to determine which Investment Portfolio or Trading Account the funds are to be credited to. If the Client fails to do so, the Bank shall credit the deposited funds to the Investment Portfolio at its own discretion, without being liable for any damage resulting therefrom. The Client may place a Payment Order for transfer from the Trading Account (Investment Portfolio) as long as the funds transferred are not linked to a trade in a Financial Instrument or to any other obligation arising from or related to the Contract. Funds may only be transferred from the Trading Account (Investment Portfolio) to the Authorized Account.

**“Merchant”** shall mean an entity that is accepting Payment Cards as a mean of payment for making payments for the supply of goods or services.

**“Commercial Code”** shall mean Act No. 513/1991 Coll. Commercial Code, as amended.

**“Gold Casting”** shall mean an object made of gold the producer, gold purity, weight and dimensions of which are specified by the Bank for the purpose of provision of Bank Service.

**“Person with a Special Relationship to the Bank”** shall mean any of the persons with a special relationship to the foreign bank branch within the meaning of Article 35(5) of the Act on Banks.

**“Personal Data”** shall mean all information about the identified or identifiable natural person; the identifiable natural person is a natural person which may be, directly or indirectly, identified particularly based on the generally utilizable identifier, other identifier, such as the name, surname, identification number, localization data, or the on-line identifier, or based on a single or multiple characteristics or characters which comprise such person's physical identity, physiological identity, genetic identity, psychic identity, mental identity, economic identity, cultural identity, or social identity.

**“Identity Verification”** shall mean unambiguous confirmation of the identity of already identified person who acts towards the Bank, namely possibly also without physical presence of such a person while using means of remote communication and Security Components.

**“Passive Authorization”** shall mean the scope of authorization of the Representative in relation to the Bank Services, allowing depiction/notification of the state of Bank Services and not allowing the creation of Instructions. For a Client with limited legal capacity, the Passive Authorisation shall mean the scope of the Representative's authorisation in relation to the Client's Online Banking and/or Phone Banking, which enables the

display/notification of the status of Bank Services and does not enable the creation of Instructions.

**"Payment Card's PIN"** (Personal Identification Number) shall mean a numerical code intended for Authorization of payment operations entered by the Card Holder via electronic payment devices eligible for execution of Card Transactions.

**"Payer"** shall mean the Client from whose account funds are to be debited for the purpose of payment or who is depositing cash for execution of payment.

**"Card Validity"** shall mean the time period indicated on the Payment Card during which the Card Holder is entitled to make Card Transactions. The Card Holder's authorization to make Card Transactions shall cease to exist upon expiry of the Card Validity.

**"Payment Initiation Service"** shall mean the service consisting in submission of a Payment Order by virtue of which funds are transferred from the Current Account in the Payer's name. This Payment Initiation Service is provided via the Internet by a provider other than the Bank.

**"Payment Card"** shall mean an electronic mean of payment by means of which the Client performs cashless and cash payment transactions in the territory of the Slovak Republic or abroad. Payment Card is non-transferrable to third parties and it also contains data about the Card Holder, Signature Stripe, record on a magnetic stripe or chip, and protective components prescribed by the card company. The Bank is issuing Debit Payment Cards, Charge Payment Cards, and Credit Payment Cards. The Payment Card may have a physical or digitised form (e.g. digitised in a Technical Device).

**"Payment Debit Card"** shall mean a Payment Card in relation to which the Client is entitled to utilize financial means from the Current Account up to the amount of credit balance.

**"Charge Payment Card"** shall mean a Payment Card with Loan Facility. It is a means of payment through which the Client performs non-cash (payments for goods and services) and cash payment operations (cash withdrawals) in the territory of the Slovak Republic or abroad to the debit of the Card Account.

**"Payment Limits"** shall mean maximum sums which can be transferred from Bank Products by the Client on the basis of Payment Order by means of Online Banking and/or Phone Banking and/or Payment Initiation Service during the determined period of time.

**"Payment Order"** shall mean Instruction of the Client to execute payment transaction.

**"Signature Stripe"** shall mean the stripe located on the back of Payment Card which is used for the placement of own signature of the Card Holder.

**"Material Breach of Contract"** shall mean a violation of any of the Client's obligations set out in Article 8, Part X, of the Terms and Conditions and breach of the obligations stated in the Contract marked as "Material Breach of Contract"

**"Instruction"** shall mean a clear and understandable direction of the Client addressed to the Bank to provide a Banking Service, to provide an Investment Service, or to perform any other activity or act usually made in paper form on the Bank's form, through Online Banking, or by Phone Banking or via any other permissible method under the Contract or the Terms and Conditions.

**"Politically Exposed Person"** shall mean a person who meets the characteristics set out in Article 6 of the Act on Protection against Criminal Income Legalization.

**"Fee"** shall mean a reward of the Bank for Bank Services or for other acts of the Bank towards the Client determined in the Schedule of Fees or agreed in the Contract.

**"POS Terminal"** or **"POS"** shall mean an electronic device located at a Merchant on the basis of a contract with processing bank, allowing the Merchant to accept Payment Cards for cashless payments for goods/service or for cash withdrawal in exchange offices or at bank counters. The Card Holder shall prove the authority to make Card Transactions by the Payment Card's PIN or by own signatures or by placing the Payment Card or Technical Device to the POS terminal with reading functionality and contactless technology.

**"Confirmation of Sale"** shall mean confirmation which is used as a proof of performance of Card Transaction. The Confirmation of Sale is issued by an authorized person in the place where the relevant Card Transaction was made. The Confirmation of Sale must contain the Payment Card No., date, sum of the Card Transaction and signature of the Card Holder which must correspond with the signature provided in the Signature Stripe, possibly also the text "PIN OK" or information that the Card Transaction was made by means of contactless technology or Contactless Payment symbol.

**"Commissioned Member"** shall mean a member of the CDCP SR who, on the basis of a framework agreement concluded with the CDCP SR, performs entries to the Unlisted Owner's Account pursuant to Article 173v of the Securities Act. The Bank is one of the Commissioned Members.

**"Business Day"** shall mean a day which is not Saturday, Sunday, holiday or rest day in the Slovak Republic and, at the same time, a day when the Bank performs Bank Services during Operating Hours; for the purposes of acts in relation to CDCP SR, or CDCP ČR, or BCPB, or other authorities and institutions, as the case may be, Business Day shall mean such Business Day when those institutions have office hours, namely within these office hours.

**"Overview of Selected Products and Services"** is a document that contains information about the parameters of individual types of Banking Products (Banking Services) and is available to the Client at the Bank's Website, at Bank's Points of Business and on request with the Banker as well.

**"Operating Hours"** shall mean period of time during Business Day when the Bank provides Bank Services, including Investment Services, to Clients. Individual Bank's Points of Sale usually have Operating Hours from 9 a.m. to 5 p.m.

**"Rules of Operation"** shall mean the current wording of the rules of operation of the CDCP SR.

**"Transfer of Financial Instruments"** shall mean change of the owner of the Financial Instrument made on the basis of the Contract and Instructions and the relevant legal regulations.

**"Login Name"** is used to access Online Banking or Phone Banking.

**"Beneficiary"** shall mean the Client to whose account funds from the performed payment are to be credited or to whom funds are to be paid in cash.

**"Relevant Legal Regulations"** shall mean all generally binding legal regulations valid and effective in the territory of the Slovak Republic, in particular, laws, subordinate legislation and regulations, generally binding regulations of towns and municipalities, and technical standards, in particular, Slovak Technical Standards.

**"Transfer Registration"** shall mean performance of registration in the records of owners of book-entry Financial Instruments

which (the records) are stipulated by law, namely to the debit of the transferor's property account or holder's account and to the credit of the transferee's property account or holder's account.

**"Registered Account"** shall mean a non-business account maintained by a bank and/or foreign bank branch seated in the Slovak Republic, whose only owner is the Client, which can be proved. The Registered Account is used for the performance of Diligence in the case that the Contract is concluded in compliance with Clause 1.4, Article 1, Part II. hereof.

**"Complaint Code"** shall mean a document issued by the Bank which regulates the way of communication between the Client and the Bank in cases when the Client presumes that the Bank has failed to comply with the conditions stipulated in the Business Terms and Conditions or the obligations resulting for the Bank from the Relevant Legal Regulations. The Complaint Code in its current wording is available for the Client on the Bank's Web Site and at the Bank's Points of Sale.

**"Schedule of Fees"** is a document which, according to Section 37 of the Act on Banks, constitutes information about prices of Deals stipulated therein and which is available to the Client in its current wording on the Bank's Web Site and at the Bank's Points of Sale and also at Banker at request. The Schedule of Fees forms an integral part of the Business Terms and Conditions.

**"SEPA"** (Single Euro Payment Area) shall mean the regulation which allows the payment operations in the EUR currency within the European infrastructure in the same manner and under the same conditions irrespective of whether it is a domestic or cross-border transfer.

**"SEPA Direct Debit"** shall mean a non-urgent cashless payment in EUR executed within the SEPA countries based on a granted mandate for SEPA Direct Debit. Granting the mandate for SEPA Direct Debit enables to collect funds from the Payer's Current Account to the credit of the Collector's account, if the Collector's bank is a member of the SCT SEPA Scheme, with the Payment Order being submitted to the Bank by the Collector.

**"SEPA Instant Payment"** shall mean a SEPA payment where both the payer's payment service provider and the beneficiary's payment service provider are participants in the SCT Inst Scheme and where the payment is made within seconds of the funds being sent to the beneficiary's payment service provider.

**"SEPA Payment"** shall mean a cashless payment of funds in EUR within the SEPA Countries, initiated by the payer, with both the payer's bank and beneficiary's bank are the SCT SEPA Scheme participants.

**"SCT SEPA Scheme"** (SEPA Credit Transfer) shall mean the platform for making SEPA payments.

**"SDD SEPA Scheme"** (Sepa Direct Debit) shall mean the platform for making SEPA direct debits.

**"SCT Inst Scheme"** (SEPA Instant Credit Transfer) shall mean a platform for the execution of SEPA Instant Payments.

**"J&T Group"** shall mean the regulated consolidated group to which the Bank belongs.

**"Group of Connected Clients"** shall, in accordance with Regulation (EU) No. 575/2013 of the European Parliament and of the Council mean any of the following: (i) two or more natural or legal persons who, unless it is shown otherwise, constitute a single risk because one of them, directly or indirectly, has control over the other or others; (ii) two or more natural or legal persons between whom there is no relationship

of control as described in point (i) but who are to be regarded as constituting a single risk because they are so interconnected that, if one of them were to experience financial problems, in particular funding or repayment difficulties, the other or all of the others would also be likely to encounter funding or repayment difficulties.

**"Account Information Service"** shall mean the service which consists in providing information about the Current Account provided by means of the Internet or other distribution channel by a provider other than the Bank.

**"Diligence"** shall mean the procedures of the Bank pursuant to the Act on Protection against Income Legalization.

**"Strategy of Instruction Execution"** shall mean a strategy prepared by the Bank in order to reach the best possible result of Investment Service in relation to the execution of the Client's Instruction; the Strategy of Instruction Execution is a part of the document "Pre-Business Information of the organizational unit J&T BANKA, a. s., pobočka zahraničnej banky".

**"Associated Agreement"** shall mean any contract or agreement entered into under the Contract or in a causal connection with the Contract, in particular in order to secure the Client's obligations under the Contract (e.g. a contract on a lien, a collateral agreement, a blanking purchase agreement, etc.).

**"Associated Relations"** shall mean legal relationships arising in connection with the Contract or Associated Agreement, in particular contractual penalties, damage compensations, legal relationships arising from the resignation, termination or other withdrawal from the Agreement. Legal relationships arising from unwarranted enrichment caused by the invalidity of the Contract or Associated Agreement, or as a consequence of the legal ground which was the Contract or Related Agreement ceasing to exist, are also deemed to be associated.

**"TARGET 2"** shall mean the European payment system operated in Slovakia by the National Bank of Slovakia under the name TARGET2-SK; it is part of the "Trans-European Automated Real-time Gross settlement Express Transfer system" since the date of Euro introduction in the Slovak Republic.

**"Technical Device"** shall mean a type of mobile phones, tablets and smart watches accepted by the Bank, to which Payment Cards can be associated and through which Apple Pay and/or Google Pay services can be used.

**"Phone Banking"** shall mean a special method of communication between the Client and the Bank via operators, which allows the Client to perform active or passive operations with their Banking Products. For the purpose of Phone Banking, the Client shall use the phone number provided in Clause 1.2, Article 1, Part I. hereof or any other phone number notified to the Client by the Bank.

**"Final Maturity Date"** shall mean, for a Credit Payment Card with Security, the day preceding the day of expiry of the Security Deposit tenure, and for a Credit Payment Card without Security, the date determined in the agreement between the Bank and the Client on the termination thereof or the last day of the notice period after the notice is given by the Client or the Bank. The Client is obliged to pay the Total Receivable of the Bank by the Final Maturity Date. If the Final Maturity Date falls on a day that is not Business Day, the Final Maturity Date is determined as the next following Business Day.

**"Time Deposit Account"** shall mean a Bank Product on which the Bank establishes and maintains Deposit for the Client and

pays interest for the period agreed in advance and, during that period of time, the Client is not entitled to dispose of the Deposit on the Time Deposit Account without prior consent of the Bank.

**“Transaction”** shall mean any cashless (payment for goods and for services, transfer of funds) or cash payment transaction (cash deposit, withdrawal) in the territory of the Slovak Republic or abroad to the debit/credit of the Account which is a payment account.

**“Transaction Tax”** shall mean the financial transactions tax under the Financial Transactions Tax Act.

**“Transparent Account”** shall mean the Client’s Current Account where the Bank displays and makes available to third parties, free of charge, remotely and continuously, an overview of payment transactions in the scope of data on the amount, date of posting, name and surname or name of the payer and beneficiary, text of the accounting entry and variable symbol. The provisions of the Business Terms and Conditions on the Current Account shall apply to the Transparent Account, unless otherwise specified in the Business Terms and Conditions or in the Contract for the Transparent Account.

**“Domestic Financial Instrument”** shall mean a financial instrument traded and settled in the territory of the Slovak Republic or Financial Instrument in the case of which the deal is settled in the territory of the Slovak Republic.

**“UMR”** shall mean Unique Mandate Reference which is used for the identification of direct debit relationship.

**“Account”** shall mean the Current Account and/or Deposit Account and/or the Property Account and/or the Trading Account and/or the Investment Portfolio and/or Card Account.

**“Account for Settlement”** shall mean Client’s account maintained by the Bank which is used for settlement of the Instruction for the purchase or sale of Financial Instruments and is identical with the Current Account specified by the Client in the Instruction or the Trading Account. In the event of sale of Financial Instruments, the Account for Settlement may only be the Trading Account.

**“Interest on Loan”** shall mean the sum calculated from the Loan Principal by multiplying it by Loan Interest Rate from the period since the settlement of the Card Transaction on Card Account until repayment of the Loan Principal. If the Client pays the entire sum of the Loan Principal for the previous Settlement Period until the Maturity Date and the Total Receivable of the Bank is zero, the Bank will charge no Interest on Loan.

**“Loan Interest Rate”** is a rate based on which interest rate is calculated from the amount provided by the Bank and the loan not yet repaid by the Client. It shall mean the Declared interest rate valid for the loan granted by utilization of the Loan Limit, which is provided on the Bank’s Web Site. The Bank determines the Loan Interest Rate for Credit Payment Card depending on the development of market conditions. In order to determine the interest rates, the Bank takes into account, in particular, the development of reference interest rates of the relevant central banks. The Bank is entitled to unilaterally change the Loan Interest Rate depending on the development of market conditions. The Bank shall provide the Client with information about the current Declared Interest Rate and about any change of the Declared Interest Rate on a durable medium.

**“Loan Limit”** shall mean the total sum up to which the Client can make all Card Transactions with the use of Credit Payment Card. Interest on Loan and Fees connected with the

administration and use of the Credit Payment Card are settled within the Loan Limit.

**“Loan Facility”** shall mean the amount up to which the Bank has undertaken to provide the Client with financial means under the Loan Agreement. In the case of a Charge Payment Card, it is the maximum permitted sum agreed between the Bank and the Client up to the amount of which the Card Holder is entitled to make Card Transactions with Charge Payment Card. If there are issued several Charge Payment Cards to one Loan Facility, then the Loan Facility shall be common for all the Charge Payment Cards.

**“User Documentation”** shall mean a document issued by the Bank which specifies the use of Online Banking. User Documentation is available for the Client on the Online Banking login page.

**“Virtual Payment Card”** shall mean a Payment Card that does not have a cash payment function and allows the Client to pay only in the online environment.

**“Deposit”** shall mean a deposit opened and maintained by the Bank on the basis of single Deals. Single types of Deposits or Deposit Accounts, which can be opened, are provided in the Overview of Selected Products and Services.

**“Deposit Account”** shall mean a Bank Product by means of which the Client increases the value of their financial means kept on the Deposit Account, under the terms and conditions determined beforehand and provided that these financial means cannot be used prior to the pre-determined deadline.

**“Deposit Account with Notice Period”** shall mean a Bank Product on which the Bank opens and maintains Deposit for the Client and pays interest for the period whose end is not determined in advance, however, a notice period of the Deposit is determined in advance.

**“Internal Account”** shall mean the Bank’s account specified in the Contract, through which the Bank may provide the Client with a loan and through which the Client executes their monetary obligations under the Contract if the Client does not have a Current Account with the Bank or, unless the Contract stipulates otherwise.

**“Declared Interest Rate”** is general term for the following rates: **Declared Interest Rate for natural persons – non-entrepreneurs, Declared Interest Rate for legal entities and for natural persons – entrepreneurs** which are determined by the Bank on the basis of the developments on the financial markets. In the case of EUR, the Bank follows mainly the development of the rate for **main refinancing operations** (deals) of the National Bank of Slovakia, while in the case of other currencies it follows mainly the developments of similar reference interest rates of the relevant central banks and takes into account other circumstances, in particular, the volume and the currency of funds. In relation to the particular Client, only one of the above-mentioned types of rate included in the term Declared Interest Rate shall always apply, namely the one that corresponds to the legal status of the Client (natural person – non-entrepreneur/legal entity and natural person – entrepreneur). The current amounts or also other parameters of the Declared Interest Rate are published on the Bank’s Web Site and in the Bank’s Points of Sale. The Bank shall provide the Client with information about the current Declared Interest Rate and about any change of the Declared Interest Rate on a durable medium. The Declared Interest Rate is valid as of the date of its publishing by the Bank on the Bank’s Web Site and

at the Bank's Points of Sale, unless other day is provided in the declaration.

**"Statement"** shall mean a statement reporting the settlement of cash and cashless payment transactions, Card Transactions, all fees and other credits or debits on the Account or on the Card Account for a Credit Payment Card without Security.

**"Statement of Fees"** shall mean a statement of fees for services linked to the consumer's payment account pursuant to the Act on Payment Services. Statement of Fees shall be provided by the Bank to the Client who is a consumer for the Account which is a payment account. Unless the Bank and the Client agree otherwise, the fees in the Statement of Fees shall be denominated in EUR, regardless of the currency in which the Client's payment account is denominated.

**"Securing"** shall mean securing the receivables which the Bank records against the Client. Securing is provided by the Client or a person other than the Client by any and every security means provided under the Contract or Security Documents. The scope of Securing shall be determined by the Bank.

**"Security Documents"** shall mean the documents providing the securing of receivables of the Bank prior to providing credit and/or after providing a loan. Security Documents are always considered to be an Associated Agreement in relation to the Contract.

**"Security Deposit"** shall mean the Deposit established and maintained in the Time Deposit Account, which secures the Total Receivable of the Bank since the provision of the consumer loan drawn by the Client with the Credit Payment Card with Security.

**"Foreign Payment"** shall mean a cashless transfer of funds in foreign currency abroad or within the Slovak Republic and in EUR outside the SEPA Countries or within the SEPA Countries, if such transfer does not meet the requirements of a SEPA payment.

**"Foreign Financial Instrument"** shall mean Financial Instrument traded and settled outside the territory of the Slovak Republic or a Financial Instrument when deals in that Financial Instrument are settled outside the territory of the Slovak Republic;

**"Basic Interest Rate"** shall mean the interest rate applied by the Bank to the Deposits of a Client. The basic interest represents the increase in value of the Deposit by the Basic Interest Rate and shall be paid at the Deposit maturity, unless the Client and the Bank agree otherwise.

**"Act on Automatic Exchange of Financial Account Information in the Field of Taxation"** shall mean Act No. 359/2015 Coll. on Automatic Exchange of Financial Account Information in the Field of Taxation and changing and amending certain acts, as amended.

**"Act on Banks"** shall mean Act No. 483/2001 Coll. on Banks and on Amendments and Supplements to Certain Acts, as amended.

**"Securities Act"** shall mean Act No. 566/2001 Coll. on Securities and Investment Services and on Amendments and Supplements to Certain Acts (Securities Act), as amended.

**"Financial Transactions Tax Act"** shall mean Act No. 279/2024 Coll. on financial transactions tax and on amendments and supplements to certain acts, as amended.

**"Income Tax Act"** shall mean Act No. 595/2003 Coll. on Income Tax and on Amendments and Supplements to Certain Acts, as amended.

**"Act on Collective Investment"** shall mean Act No. 203/2011 Coll. on collective investment, as amended.

**"Act on Personal Data Protection"** shall mean the Act No. 18/2018 Coll. on the Protection of Personal Data and on amendments and supplements to certain acts, as amended.

**"Act on Protection against Criminal Income Legalization"** shall mean Act No. 297/2008 Coll. on the Protection against Criminal Income Legalization and Terrorism Financing and on Amendments and Supplements to Certain Acts, as amended.

**"Act on Consumer Protection in relation to Remote Financial Services"** shall mean Act No. 311/2025 Coll. on Consumer Protection in relation to Remote Financial Services and on Amendments and Supplements to Certain Acts, as amended.

**"Act on Payment Services"** shall mean Act No. 492/2009 Coll. on Payment Services and on Amendments and Supplements to Certain Acts, as amended.

**"Act on Consumer Loans"** shall mean Act No. 129/2010 Coll. on Consumer Loans and Other Credits and Loans for Consumers and on Amendments and Supplements to Certain Acts, as amended.

**"Representative"** shall mean a person who acts for or on behalf of the Client on the basis of power of attorney or on the basis of law or decision of public authority. The Representative is always entitled to act for the Client only to the extent resulting from the legal act according to the first sentence of the definition of this term. For the purposes of the Business Terms and Conditions, a power of attorney shall also mean a Client's Instruction granting the Disposal Authority to the Authorized Account User/Card Holder. In the case of use of Payment Cards, the Card Holder is the Representative.

**"Currency Exchange Activity"** shall mean the execution of foreign exchange Deals, the object of which is the purchase of foreign currency funds for EUR currency in cash or the sale of foreign currency funds for EUR currency in cash.

**"Note Programme"** shall mean a service of the Bank allowing Clients to issue promissory notes. The issue on notes within this programme means performance of administration of acts needed to issue the note in the name of the issuer and to the issuer's account.

**"Contract"** shall mean the contract between the Client and the Bank which refers to the supporting regulation provided by the Business Terms and Conditions and the subject matter of which is the provision of Bank Services, regardless of its title, in particular, framework agreement on the provision of services by the Bank and also other contracts concluded between the Client and the Bank, or documents referring to the supporting regulation provided by the Business Terms and Conditions.

**"Contracting Parties"** shall mean the Bank and the Client who have concluded a Contract or an Associated Agreement.

**"Settlement Period"** shall mean every calendar month during which the Client utilizes the Loan Limit and/or the Loan Facility.

## **PART II: Bank Services**

### **ARTICLE 1: Entering into Contract by and between the Client and the Bank**

- 1.1 A Contract can be entered into in one of the ways mentioned in this Article.
- 1.2 **Entering into a Contract at the Bank's Points of Sale** – in this case, for entering into a Contract, all the following conditions must be met at the same time:
  - a) proper completion of two copies of a draft Contract by an authorised employee of the Bank and their hand-over

- to the Client for signing including the hand-over of annexes to the Contract after the previous familiarisation and commenting on by the Client,
- b) proper, accurate, correct and complete Identification of the Client,
  - c) performance of Diligence,
  - d) signing of two copies of the valid and effective draft Contract by the Client and their hand-over including the annexes to the Contract to the authorised employee of the Bank so that they are signed by the Bank,
  - e) delivery of other documents to the Bank as required by the Bank (e.g. the documents proving the tax domicile of the Client),
  - f) non-existence of any reasons for Contract refusal,
  - g) signing of both copies of the valid and effective draft Contract by the Bank, the Bank shall then handover one copy of the Contract including the Annexes thereto to the Client,
- 1.3 **Entering into a distance Contract** - in this case, for entering into a Contract, all the following conditions must be met at the same time:
- a) completion of the e-mail address, Mobile Phone Number, and form with the Client's details and declarations on the Bank's Website,
  - b) verification of the e-mail address and Mobile Phone Number by the Bank,
  - c) verification of the Client's Identification (i) by a courier service worker authorized by the Bank, or (ii) by a verification payment sent from the Client's account held at another bank/branch of a foreign bank based in the Slovak Republic to the Bank's account and by providing the Bank with confirmation of the Client's relationship to this account (e.g., account statement),
  - d) familiarization of the Client with the contractual terms and conditions,
  - e) expression of consent to the wording of the Contract.
- If the first payment is not made to the Client's Current Account within three months, the Contract will terminate.
- 1.4 **Entering into a Contract and performance of other legal acts electronically through Online Banking, using the allocated Security Components– this way of entering into a Contract** and performance of other legal acts in relation to the Bank is admissible only for the existing Clients of the Bank, i.e. for the Clients that have already entered into a Contract with the Bank in some of the ways pursuant to Clause 1.2 to 1.4, Article 1, Section II. hereof, and in the way pursuant to this hereof, they terminate the Contract, replace it by a newly concluded Contract, amend it or perform other legal acts on the basis of the already concluded Contract. The Client is allowed to proceed according to this provision hereof on condition that the Bank informs the Client that technical conditions for such procedure have been created.
- 1.5 In case of entering into each next Contract by and between the Bank and the Client, the Bank may decide that for the conclusion, the Identification shall not be necessary, and the Identity Verification shall be sufficient provided that all other conditions pursuant to Clause 1.2 to 1.4, Article 1, Part II. hereof are met.
- 1.6 In entering into the Contract, the Client shall be obliged to prove the tax domicile by the documents in compliance with the Relevant Legal Regulations, otherwise the Bank shall be entitled to refuse Contract conclusion or to withdraw from the Contract in compliance with Clause 1.8 (e) Article 1, Part II. hereof.
- 1.7 The Bank shall be entitled to refuse Contract conclusion or, in the cases of Contract conclusion pursuant to Clause 1.4 and 1.5 Article 1, Part II. hereof, to withdraw from the concluded Contract in particular for the following reasons:
- a) the draft Contract has not been filled in completely and/or properly and/or it has not been properly signed by the Client,
  - b) the Identification, Diligence or Identity Verification of the Client has not been carried out properly or at all,
  - c) the result of Diligence does not allow the Bank to enter into any contractual relationship with the Client,
  - d) based on the assessment of the Client using the procedure according to the internal regulations of the Bank, where the Bank shall not be obliged to notify the Client of the particular assessment results,
  - e) the Client has not submitted all the documents required by the Bank or Relevant Legal Regulations,
  - f) not all the conditions specified by the Bank, in particular pursuant to Clause 1.4 (g) of Article 1, Part II. hereof have been met.
- The Bank shall immediately inform the Client about the refusal to conclude the Contract to the Client's Correspondence Address.
- 1.8 Before entering into and during the existence of the Contract, at the request of the Bank, the Client shall prove t identity by:
- a) identity document,
  - b) additional documents serving as the Identity Verification of the Client, if the Bank requests it.
- 1.9 The legal relation between the Bank and the Client shall come into existence by entering into the Contract in one of the ways mentioned in Clauses 1.2 to 1.4 Article 1, Part II. hereof. The Bank shall provide the Client with other Bank Services under the conditions stipulated by the Contract, by the Business Terms and Conditions and Relevant Legal Regulations based on a Client's Instruction, or entering into a separate Contract (in particular in case of interest in the provision of a Credit Card), so that the legal relation between the Client and the Bank, whose object will be a particular Bank Product, will come into existence at the moment when the Bank Service is provided/made accessible to the Client by the Bank, unless the Bank confirms in the way agreed in the Contract for communication that the Bank Service will be provided/made accessible to the Client before the provision/making accessible itself. At Client's request, the Bank shall provide the Client with the confirmation of the content of the Contract entered into by and between Client and the Bank, including all documents forming its integral part.
- 1.10 For each individual case, the Bank shall be entitled to determine, (i) what types of documents it will request, (ii) for which documents it will request an officially certified copy or original or an officially authenticated signature of the Client, (iii) for which documents it will request a higher verification (superlegalisation) or a document with "Apostille". The Bank requests officially

certified copies of documents or original in particular for the documents regarding inheritance procedure, guardianship, representation, for the documents proving the legal status of the Client or their Representatives. The sufficiency and reliability of the provided documents may be assessed by the Bank at Bank's own professional discretion. The Bank is authorised not to accept the power of attorney granted for an indefinite period of time. The Bank is authorised not to accept a document which is more than 3 months old.

1.11 Each Client showing interest in entering into a contractual relationship with the Bank shall be obliged to prove their identity to the Bank at least in the scope specified in Clause 1.9 to 1.17 Article 1, Part II. hereof. At the request of the Bank, the Client shall be obliged to prove their identity to the Bank before providing any of the Bank Services, to provide the Bank with additional information and to hand over the documents, which are necessary for the performance of Bank's activities pursuant to the Contract and Relevant Legal Regulations.

1.12 The Client's identity is proved in the following scope:

- a) Client – natural person – name, surname, personal No. or date of birth if the personal number was not allocated, permanent address or other address, nationality, type and number of the Identity Document;
- b) Client natural person – entrepreneur - in addition to data according to this Clause (a), the address of the place of business, the identification number, if assigned, the name of the official register or other official records in which this entrepreneur is registered and the number of the entry in that register or records;
- c) Client – legal entity – business name, Comp. ID No., registered office/place of business, data on the registration in the register pursuant to the Relevant Legal Regulations and determination of the data according to Letter a) of this Clause in relation to the statutory body or other natural person acting on behalf of this Client;
- d) for a person represented on the basis of a Power of Attorney, determination of their data according to a) or b) of this Clause and determination of the data of the natural person authorised to act on behalf of the natural person within the scope of data pursuant to Letter a) of this Clause;
- e) for a minor who does not hold an Identity Document yet, determination of name, surname and personal No. or date of birth if the personal number was not allocated, permanent address or other address, nationality of the minor and data of the minor's legal representative according to Letter a).

1.13 The Client's identity is proved in the following ways:

- a) the identity of the Client – natural person shall be proved by the Identity Document and by comparing the Client's appearance with his/her appearance in the Identity Document in his/her physical presence;
- b) the identity of the Client – natural person – entrepreneur shall be proved by the Identity Document and submission of the documents, data or information acquired from an official register or other official records the entrepreneur is registered in, or from another reliable and independent source;

c) the identity of the Client – legal entity shall be proved by an original extract from the Business Register, where such person is registered under the Relevant Legal Regulations, not older than three (3) months as well as the Identity Document of the natural person acting on behalf of this legal entity and verification of their appearance with the appearance in their Identity Document in their physical presence;

d) the identity of the natural person, who is authorised to act on behalf of a legal entity or other natural person, shall be proved by his/her Identity Document in his/her physical presence;

e) the identity of as minor, who does not hold a Identity Document, shall be proved by verifying the type and number of the Identity Document and by comparing the appearance of the minor's legal representative with the appearance in his/her Identity Document. At the same time, the original or officially certified photocopy of the birth certificate of the minor Client shall be submitted.

1.14 In the case of the Clients – legal entities, at the request of the Bank, the Client shall be obliged to identify and prove all the real owners – natural persons, i.e. the whole ownership structure of such legal entity, within the scope and in the way according to the Relevant Legal Regulations and required by the Bank.

1.15 In the case of the Clients – legal entities that are not registered in the Companies Register or other register in accordance with the Relevant Legal Regulations, or foreign legal entities, the Bank shall be obliged to specify the required scope as well as the way of proving identity for each individual case.

1.16 In executing Deal or providing Confidential Information through technical equipment using the Security Components, the identity of the Client, who has been already identified in some of the ways in Clauses 1.9 to 1.16 of this Article hereof, shall be proved in the way specified in Part III hereof.

1.17 Each Client showing interest in entering into a contractual relationship with the Bank must be assigned to one of the categories – non-professional client or professional client or authorised counterparty. The Client takes note of the fact that the Bank will categorise them in accordance with the Act on Securities and inform the Client about their assignment to a client category including all their rights and duties resulting from the assignment to a particular client category. Other details regarding the categorisation of clients are contained in the document "Pre-Business Information of the organizational unit J&T BANKA, a.s. pobočka zahraničnej banky".

1.18 The Client takes note of the fact that in compliance with the Act on Securities, the Bank shall be obliged to request from the Client, in the form of completion of a test of adequacy and suitability, the provision of information regarding their expertise and experience in investments, and to evaluate such information in order to determine, whether Client's knowledge is sufficient to be aware of the risks connected with the respective type of Financial Instrument or Investment Service and whether they are adequate for the Client.

1.19 If the Client refuses to provide the Bank with information requested pursuant to the previous Clause

(all or any of it), or hinders in other way or prevents the Bank from evaluating Client's knowledge or experience in compliance with the Act on Securities, the Bank warns the Client that such decision will prevent the Bank from determining whether the respective Investment Service or Financial Instrument are suitable for the Client. In such case, the Bank shall be entitled to request from the Client a written representation in the form and with the contents specified by the Bank that the Client has been notified of all consequences connected with the refusal to provide information pursuant to the previous Clause. In such case, the Bank may also refuse to provide new Bank Products to the Client.

1.20 If the Bank, based on information obtained pursuant to Clauses 1.18 to 1.20 of this Article hereof, evaluates that the respective Investment Service or Financial Instrument are not adequate and/or suitable for the Client, the Bank shall be obliged to notify the Client of this fact; if despite that, the Client insists on the provision of the requested Investment Service or Financial Instrument, the Bank shall notify the Client of the risks connected with such request and the Client shall be obliged to confirm in writing, with the content specified by the Bank, that they have been notified of the fact.

1.21 The Client shall be responsible for the veracity, completeness and correctness of all the data as well as information decisive for the performance of their client categorisation and assessment of their knowledge and experience in investments and they shall be obliged to inform the Bank without undue delay about any change of such data.

1.22 The Client shall act towards the Bank in person or through a Representative. The Client – legal entity shall act through their statutory representative or statutory representatives in the way resulting from the abstract from the Companies Register or other register pursuant to the Relevant Legal Regulations, and the Client – legal entity or a person acting on behalf of this legal entity shall be obliged, at first and every act in relation to the Bank, to prove the authorisation to act on behalf of this legal entity in the way and scope pursuant to the Relevant Legal Regulations and the Bank shall be authorised, at their own discretion, to request other additional documents proving the acting on behalf of this legal entity. The Client – legal entity and the natural person acting on behalf of them towards the Bank shall be responsible jointly and severally for the authenticity and veracity of the submitted documents and information regarding the acting of the Client – legal entity and they shall be obliged to reimburse to the Bank, jointly and severally, any damage and any costs incurred by the Bank as a consequence of acting with such Client, including the claims lodged with the Bank by third parties.

1.23 If a Representative acts for the Client, he/she shall be obliged to submit to the Bank the documents proving his/her authorisation to act for the Client. If a decision of court or other authority acts as such document, the decision must bear the marking of its legal force. By signing the Contract, the Representative of the Client also declares that in compliance with the Relevant Legal

Regulations, he/she is entitled to administer without limitation the property used or acquired on the basis of the Contract or Business Terms and Conditions and that the conclusion of the Contract as well as any Deals have been approved by the respective body. The representations mentioned in this Article shall be considered repeated in executing every Deal. If claims of any time are lodged with the Bank in this connection, by signing the Contract or giving an Instruction, the Representative undertakes to take all the steps necessary to avert or satisfy such claims and to fully compensate the Bank.

1.24 The Representative must submit to the Bank the authorisation to act for the Client no later than upon the execution of the legal act for the Client. At the acts performed for the Client, the Representative shall be obliged to observe the provisions hereof and of other documents and Relevant Legal Regulations related to the particular act executed by the Representative for the Client. The Client shall be obliged to provide the familiarisation of the Representative with all these rules and ensure that they are observed by the Representative.

1.25 If the Client is a person, who is not fully competent to perform legal acts, they shall be entitled to act in relation to the Bank only if their limitation of the competency to perform legal acts does not prohibit to perform such acts towards the Bank and they prove the fact to the Bank; otherwise, only through their Representative and using a procedure in compliance with the Relevant Legal Regulations according to whether the respective act can be considered a common act or not. If the Client has obtained the full competency to perform legal acts before achieving the age of eighteen (18) years, he/she shall be obliged to prove this fact to the Bank at his/her first act in relation to the Bank. This provision shall also apply to the Instructions and/or other acts of the Client towards the Bank until the moment when the Client obtains the full competency to perform legal acts. If the Client has several legal Representatives, to perform an act, the Bank shall be entitled to request the consent of all the legal Representatives. In the event of Clients who lack legal capacity, the Bank shall only allow full disposal of the funds in Current accounts or Deposit Accounts of such Clients if the Bank receives sufficient reliable proof of the fact that the disposal of such funds would lead to their transfer to Current Accounts or deposit accounts maintained for these Clients by the Bank or other bank or other branch of foreign bank. Due to grave reasons proved to the Bank, the Bank may allow disposal of the funds on Current Accounts or Deposit Accounts of such Clients based on presentation of a written statutory declaration of legal Representatives of such Clients to the Bank in the form requested by the Bank.

1.26 In concluding a Contract, the Client shall be obliged to submit to the Bank documents and provide information for the purpose of performing the Identification, Identity Verification and Diligence.

1.27 The Client shall be obliged to ensure that the Identification and/or Identity Verification, and Diligence, if necessary, can be carried out for the

Representative. If it is not possible, the Bank shall be entitled to refuse the acts performed by the Representative. The Bank expressly warns the Client that in some cases, the Bank may be obliged to refuse the acts executed by the Z Representative. The Bank reserves the right to refuse the acting of the Client through the Representative in individual cases.

- 1.28 The Client is obliged in particular, in accordance with the Act on Protection against Income Legalisation, to provide the Bank on call without undue delay with all the necessary documents, which will allow the Bank to:
- a) obtain information about the purpose and planned character of the Deal or business relation,
  - b) obtain information necessary for the performance of continuous monitoring of the business relation including the review of the Transactions executed during the respective relation in order to find out whether the executed Deal is in compliance with what the Bank knows about the Client and about their business and risk profiles,
  - c) review the sources of funds.
- The Bank also obtains the above information through the Questionnaire. In the event that the Client does not answer the questions from the Questionnaire truthfully at the Bank's request, the Bank is entitled to restrict or even completely terminate the provision of the Bank Products to the Client.
- 1.29 If the Bank finds out that any Personal Data of the Client has provably changed, the Bank may change it even without a Client's application or notice.
- 1.30 The Client shall be obliged to inform the Bank without undue delay about any change of the tax domicile in comparison with the Client's previous, last known by the Bank, declaration of tax domicile, as well as the change of other fact and data regarding the Client mentioned in the Contract or in any other document addressed to the bank by the Client. The Client undertakes to reimburse to the Bank any damage and any costs incurred by the Bank as a consequence of acting on the basis of the Client's declaration of their tax domicile or other notification / declaration of the Client, including the claims lodged with the Bank by third parties. The Client shall be obliged to inform the Bank about any change in accordance with the above-mentioned without delay in the way for giving Instructions and at the same time, to deliver to the Bank the documents in paper form proving the above change in person or by mail/courier service showing the Contract Number. The Bank considers the latest reported Client data to be the current data.
- 1.31 In the event of the need to change the technical conditions for the maintenance of the corresponding accounts relating to the Contract or accounts immediately related to the Contract, the Bank shall have the right to change the accounting and the account numbers in which the Bank maintains the performance provided under the Contract. The Bank is obliged to inform the Client of its intention to do so in writing at least five Business Days before the change is made.
- 1.32 The Contract and the Associated Agreement shall always be concluded in Slovak or Czech or English. If the Contract or the Associated Agreement is concluded in a

language other than Slovak, the Slovak version of the Contract or the Associated Agreement shall prevail in the event of any doubt as to the content of the rights and obligations of the Parties. The same shall apply accordingly to the Business Terms and Conditions.

## **ARTICLE 2: Instructions**

- 2.1 An Instruction must contain all the necessary details, it must be comprehensible, complete and legible, and it must not contain any strokes of pen or deletions. The Client shall be responsible for the completeness, objective correctness and veracity of the data included in the Instruction, in particular of the data, which would cause an incorrect payment routing. The Bank shall not be responsible for damage incurred by non-executing an Instruction, which does not meet the requirements pursuant to the Business Terms and Conditions.
- 2.2 The Bank shall be entitled to refuse Instruction fulfilment in particular in the following cases:
- a) the Instruction was delivered to the Bank at the time, which does not allow its execution,
  - b) the Instruction contains incorrect or incomplete data,
  - c) the Instruction does not contain unambiguous setting,
  - d) the Instruction is unclear or incomprehensible,
  - e) the Bank does not have the legal certainty that the person submitting the Instruction is authorised to do so,
  - f) the Instruction is in conflict with the Applicable Legal Regulation or its fulfilment could cause the violation of the Applicable Legal Regulation,
  - g) the period of validity of the Instruction has expired,
  - h) in other cases mentioned in the Contract or in the Business Terms and Conditions, or in the Instruction,
  - i) the Instruction does not contain the details specified by the Contract and Business Terms and Conditions or Relevant Legal Regulations or requested by the Bank or it does contain the details necessary for the proper execution of the Instruction by the Bank.
- 2.3 If the Instruction is not delivered sufficiently in advance before the date mentioned by the Client as the date for processing or execution, the Bank shall refuse the Instruction, unless otherwise agreed with the Client.
- 2.4 In case of occurrence of any of the cases listed in Clause 2.2 of this Article hereof, the Bank shall inform the Client in writing about the refusal of the Instruction.
- 2.5 The Bank shall receive Instructions on Business Days within the Business Hours. If the Bank receives an Instruction on a day that is not a Business Day, it shall be considered delivered on the next Business Day. If for Instruction execution, all the conditions laid down by the Instruction itself, Contract, the Business Terms and Conditions or Relevant Legal Regulations have been met and the Bank does not refuse the Instruction, the Bank shall, as a rule, execute the Instruction on the Business Day following the day, on which all the conditions for Instruction execution were met, unless otherwise specified by the Instruction, Contract or Business Terms and Conditions, and if it is possible with respect to the Business Hours.
- 2.6 The Instruction establishing a Deposit shall be valid for 30 (thirty) days (i) from the date of establishment of the Deposit specified in the Instruction or (ii) from the delivery of the Instruction to the Bank, unless the date

of establishment of the Deposit is specified in the Instruction. The Instruction renewing the existing Deposit along with an increase in the funds of the Deposit shall be valid for 30 (thirty) days from the day, on which the Bank is to automatically renew the Deposit. The Instruction renewing the existing Deposit of the Client in the Bank shall be valid until the expiry of the existing Deposit tenure. The Business Terms and Conditions may specify other period of Instruction validity for individual Bank Services.

- 2.7 The Bank shall accept a written Instruction given in a Bank's form or other form if it meets the conditions for Instruction acceptance. The Bank recommends to the Client to use Bank's forms for giving Instructions. The Bank reserves the right to refuse an Instruction if it is not given in the current Bank's form. The Bank can determine in specific cases that the Client's Instruction must necessarily contain an officially verified Client's signature or the Identity Verification before a Bank employee.
- 2.8 Any change or cancellation of Instruction shall be admissible only in the way specified for giving Instruction, and only till the moment when the execution of such Instruction can be stopped and when the Bank can be reasonably requested, taking into account the circumstances, to stop the execution, unless otherwise laid down by the Relevant Legal Regulations or Business Terms and Conditions.
- 2.9 On demand, the Bank shall issue to the Client a confirmation of Instruction take-over or acceptance.
- 2.10 The Client takes cognisance of the fact that the Bank specified the time 5 p.m. of the Business Day as the moment close to the end of Business Day. If an Instruction is handed over to the Bank at that moment or after that moment, the Client shall take note of the fact that the Bank is entitled to determine the moment of Instruction receipt on the next Business Day. For the avoidance of doubt, the above provision shall also apply to the Instructions given through Online Banking.
- 2.11 The Client bears the risk of damage when sending money, documents or other shipments to the Client or third parties by the Bank following the Client's Instruction.

### **ARTICLE 3: Payment Limits**

- 3.1 The maximum amount of funds that can be transferred on the same day from the Client's relevant Banking Products via Internet Banking, Phone Banking and Payment Initiation Services is set at a total of EUR 1,660,000, unless the Bank and the Client agree otherwise, whereby this Payment Limit does not apply to transfers within the same Client's Banking Products.
- 3.2 The maximum amount of funds that can be transferred on the same day from the Client's relevant Banking Products via the new Internet Banking is set at EUR 1,660,000, unless the Bank and the Client agree otherwise, and this Payment Limit does not apply to transfers within the same Client's Banking Products.
- 3.3 The Bank may change the maximum amount of Payment Limits.
- 3.4 Unless otherwise specified in the Contract or Instruction, the Payment Limits for Payment Orders

submitted via Internet Banking and/or Phone Banking and/or via the Payment Initiation Service are set for the Client/ Authorized Account User and calendar day according to the relevant type of Authorization Key assigned to the Client/Authorized Account User as follows:

- a) SMS Authorization Key – EUR 100,000;  
b) DigiPass 270 Express Authorization Key – EUR 500,000.  
The payment limit for the relevant type of Authorization Key assigned to the Client/Authorized Account User is set separately for each Contract.
- 3.5 Unless otherwise specified in the Contract or Instruction, the Payment Limits for Payment Orders submitted via the new Internet Banking are set for the Client/Authorized Account User and calendar day according to the relevant type of Authorization Key assigned to the Client/Authorized Account User as follows:  
a) Mobile Token Authorization Key – EUR 100,000;  
b) Hardware Token Authorization Key – EUR 999,999,999.  
The payment limit for the relevant type of Authorization Key is set for a natural person, regardless of whether they act as a Client and/or Authorized Account User.
- 3.6 Payment limits are set in EUR and apply to Transactions made in all currencies.
- 3.7 If the Bank does not provide Online Banking services to the Client and provides the Client with Phone Banking services, the Payment Orders entered through Phone Banking shall have Payment Limit of 100 000 EUR, unless the Bank and the Client agree otherwise.
- 3.8 The Bank is entitled to allow Clients to execute selected types of Payment Orders, subject to Clause 3.3 of this Article, without being limited by the Payment Limits.

### **PART III: Communication between the Bank and the Client**

#### **ARTICLE 1: Forms of Communication**

- 1.1 The Client and the Bank shall communicate jointly in the following ways:  
a) By personal contact,  
b) In paper form,  
c) By phone,  
d) By electronic mail,  
e) Through Bank's Web Site,  
f) By means of Online Banking;  
g) Via JTB TOKEN.
- 1.2 Unless the manner of communication for the provision of specific information is determined by the applicable legal regulation or agreed between the Bank and the Client, the Bank shall choose the appropriate method of communication in view of the nature of the provided information.
- 1.3 The Client must ensure that on the commencement of communication with the Bank at the latest it is possible to carry out Identity verification or execute the former's Identification.
- 1.4 When communicating with the Client, the Bank shall accept the following methods for the Verification of Client's identity:  
a) The use of Security Components (e.g., the Payment Card PIN, the Password for Phone Banking, etc.),  
b) Official Client's Identity Verification,  
c) Verification before a Bank employee.

- 1.5 The Bank can accept also a different method of Identity Verification or not to demand the Verification of identity, at the request of the Client or according to their own discretion.
- 1.6 For any Instruction, the Bank can demand Identification instead of Identity Verification.
- 1.7 The Bank can determine that for particular types of Instructions or for selected methods of communication the Bank shall only accept selected methods of Identity Verification, or the Bank shall demand a combination of several methods of Identity Verification. Specific methods of communication are described for particular situations or Instructions in the Contract or in the Business Terms and Conditions, or they are explicitly demanded by the Bank or by the Relevant Legal Regulation.
- 1.8 If the Client refuses or does not allow the Identification or Identity Verification, the Bank shall reject the execution of Instruction.
- 1.9 Any notices and other communication under the Contract or according to the Business Terms and Conditions shall be delivered to Online Banking, to the addresses or to e-mail addresses specified in the Contract by the Contracting Parties for such purpose. The Client undertakes to inform the Bank immediately of any change of their mailing address, e-mail address, and any other data used for the purposes of communicating with the Bank by submitting an Instruction. The Bank considers the last communicated data to be the current data.
- 1.10 If any notifications or shipments sent to the Client repeatedly using the current data are returned to the Bank as undeliverable (i.e., at least 2 times), or if the Bank receives a notice of their undeliverability, the Bank shall have the right to store any other correspondence for the Client at the Bank's Point of Sale designated by the Bank. In such a case, shipments are deemed to have been delivered to the Client on the date of their deposit at the Bank's Point of Sale.
- 1.11 The Client must notify the Bank if the expected deliveries have not been received from the Bank without delay after the agreed time limit within which the shipments should have been received. If the Client fails to fulfil this obligation, the Bank shall not be liable for any damage incurred to the Client in connection with this.
- 1.12 Communication by personal contact.** Personal contact with the Client shall be ensured by the Bank authorized employee (especially a Banker and an employee of the Bank's Point of Sale).
- 1.13 Communication in Paper Form.** Communication in paper form for the purposes of the Business Terms and Conditions means delivery of communication to the Contracting Party in person, by post or by courier service. Communication for the Bank shall be delivered to the address:  
J&T BANKA, a. s., pobočka zahraničnej banky  
Dvořákovo nábrežie 8, 811 02 Bratislava
- 1.14 A written Instruction submitted by postal or courier services must contain – an officially verified Client signature.
- 1.15 Client's correspondence delivered to the Bank in person, by post or by courier service shall be deemed to have been delivered on the day of its actual delivery to the Bank.
- 1.16 Shipments delivered to the Client in person are considered delivered (i) on the date of confirmation of receipt of the shipment by the Client or (ii) on the date of refusal to accept the shipment by the Client.
- 1.17 Shipments sent to the Client by courier service or mail with delivery note shall be deemed delivered (i) on the date of confirmation of take-over of the shipment by the Client or (ii) on the day of refusal of the shipment by the Client or (iii) on the day of return of the shipment not collected by the Client within the collection period; unless an earlier delivery date is proved.
- 1.18 Shipments sent to the Client by registered or ordinary mail shall be deemed delivered (i) after 7 calendar days of the date of posting or (ii) on the day of return of the shipment not collected by the Client within the collection period, whichever occurs earlier; unless an earlier delivery date is proved.
- 1.19 Should the shipments sent by the Bank to the Client's Correspondence Address last communicated by the Client to the Bank be returned repeatedly (i.e. at least 2-times) as undelivered because the Client is unknown at the Correspondence Address, the Bank reserves the right not to send any other shipments to the Client through the Post Office and only keep them at the Bank's Point of Sale. In such a case, shipments are deemed to have been delivered to the Client on the date of their deposit at the Bank's Point of Sale.
- 1.20 In compliance with the provisions of Clauses 1.17 and 1.18 of this Article hereof, a shipment shall be also deemed delivered when the Client failed to collect it, refused to collect it or did not learn about its posting. It is not necessary for the Client to actually get to know the content of the shipment. It is sufficient if they objectively had an opportunity to do so, regardless of the success of delivery. The Bank has no responsibility for the risk of any loss, damage to or destruction of letter during its transport to the Client.
- 1.21 The Client and the Bank may agree that the Client will pick up all or some of the correspondence personally. In such a case, the Bank will deliver the correspondence to the Client under the preceding sentence to the agreed Bank's Point of Sale. In such a case, the Bank may not deliver the shipments to the Client in a different way, nor does it need to inform the Client of the deposit at the agreed Bank's Point of Sale. The Bank is not responsible for any damage that may arise to the Client due to non-receipt of the item at the agreed Bank's Point of Sale.
- 1.22 Communication by phone.** When disclosing Confidential Information by telephone, Client's identity shall be proved in a manner defined in this Article hereof, in priority in Clause 1.4 a) of this Article hereof.
- 1.23 It is only possible to enter Instructions through Phone Banking using the assigned Security Components.
- 1.24 Even if the Client does not have activated Phone Banking services, they can communicate with the Bank through phone contact specified in Clause 1.2, Article 1, Part I. of the Business Terms and Conditions. When disclosing

- Confidential Information through the stated telephone line, the Bank shall carry out the Client's Identity Verification based on Login Name and Client's birth number, or different information Security Component. For this type of communication, it is not possible to enter Instructions.
- 1.25 The Bank may use the Mobile Phone Number specified by the Client to communicate with the Client via phone to send the Authentication Code and the Authorization Code unless the Client specifies another Mobile Phone Number in the Contract or in the Instruction.
- 1.26 **Communication by electronic mail.** If the Client determines e-mail communication in the Contract, then the Client gives consent to that the notices and letters of the Bank addressed to the Client shall be sent directly to this e-mail address. The Bank shall send e-mail messages in the standard format without encryption of the message sent. The Bank may encrypt attachments in e-mail messages, depending on their content, using Password for Document Encryption..
- 1.27 It is not possible to enter Instructions through electronic mail.
- 1.28 Notices of the Bank executed via e-mail shall be deemed to have been delivered at the time when the e-mail is sent to the specified address.
- 1.29 **Communication by Bank's Web Site.** For the purposes of disclosure of general information and to provide information to a larger amount of Clients, this information shall be disclosed by Bank's Web Site. The Client and the Bank consider this form of communication as appropriate with respect to the contractual relation between the Bank and the Client. In particular the following information and documents shall be provided through the Bank's Web Site:
- a) Documents related to the Contract and to the Business Terms and Conditions under the current version, and information on any amendments thereto, in particular the Business Terms and Conditions, the Schedule of Fees, the Overview of Selected Products and Services, the Declared Interest Rate, the Exchange List, the Complaint Code, the Information on Deposit Protection, etc.;
  - b) Information on other facts arising out of the Contract or of related documents;
  - c) On Changes in the annexes of the Contract, unless they are individualized for the Client;
  - d) On the conditions for Foreign Payments;
  - e) On the Bank as a securities dealer and the services rendered by it, on updates and changes of such information;
  - f) On Financial Instruments including the instructions and warnings with respect to risks associated with investments in these instruments, on key information for investors pursuant to Article 156 of the Act on Collective Investment, on updates and changes of such information;
  - g) On the Strategy for the performance of instructions, on the place of service, on updates and changes of such documents;
  - h) On the protection of Client's Financial Instruments and funds, on updates and changes of such information;
- i) On facts which are defined so by the Contract or by the Business Terms and Conditions.
- 1.30 The Bank can report the information as per Clause 1.29 of this Article hereof to the Client also through electronic mail.
- 1.31 The Bank shall provide the Client with the information specified in Clause 1.29 of this Article hereof also by making it available at Bank's Points of Sale.
- 1.32 **Communication by Online Banking.** The use of Online Banking is specified in Article 2 of this Part hereof.
- 1.33 **Communication via JTB TOKEN.** The Bank may send information and/or notification messages to the Client via JTB TOKEN.
- 1.34 The Client can communicate with the Bank in the following languages:
- a) Slovak language,
  - b) Czech language.
- 1.35 The Client can communicate with the Bank in another language only upon agreement with the Bank.
- 1.36 For the purposes of ensuring safety in the provision of Bank Services, the Bank is entitled to demand additional information from the Client or information for the purposes of identification, Identity verification or Authorization of transaction in the case of any doubt.
- 1.37 If the Bank finds an error in any notice, Statement or other representations sent to the Client, it shall immediately notify the Client. The Client is required to check all Statements, notifications, or any other information sent to them by the Bank immediately upon receipt and promptly notify the Bank of any detected discrepancies or, at Bank's request, confirm that the Bank has properly executed all of the Client's Instructions. If the Client detects any error in the implementation of the Instruction, they shall notify the Bank without delay. If the Bank detects an error in a Statement, notice, or implementation of the Instruction from the Client, or if it the Client informs the Bank about such an error, the Bank shall remove this error without undue delay.

## ARTICLE 2: Online Banking

- 2.1 The subject of this Article is the regulation of mutual rights and obligations between the Bank and the Client in the use of Online Banking.
- 2.2 The Bank shall decide which Bank Products shall be allowed for handling through Online Banking. The Bank is not obliged to allow the handling of all Bank Products through Online Banking.
- 2.3 The Bank allows the use of Online Banking for such Bank Products for which this option is dictated by their nature and on which the Bank decided that it will allow their handling through Online Banking.
- 2.4 The Bank shall make Online Banking available not later than three (3) Business Days of making a Contract or submitting an Instruction. The Client shall establish a link with the Bank through Online Banking in a manner specified in User documentation. The Client cannot cancel Online Banking by means of an Instruction.
- 2.5 The Contract and/or the Instruction shall contain the following elements:

- a) The Login Name, the e-mail address, and the Mobile Phone Number intended for sending of Authentication Code and Authorization Code,
  - b) The setting of Payment Limits for Client's Online Banking for a calendar day if they are different from the Payment Limits set pursuant to Article 3 of Part II of the Business Terms and Conditions.
- 2.6 For the purposes of Online Banking initialisation, the Bank shall send the Client, in the form of SMS, to the telephone number specified in the Contract or in the Instruction, a one-off Password for Online Banking that serves for initial access to Online Banking. The validity of the password for Online Banking is limited, for a period of 60 days, after the lapse of the period it cannot be used anymore.
- 2.7 Any change in the parameters for the application of Online Banking shall be made by the Client by submitting an Instruction, without any need to conclude an amendment to the Contract. The new wording of the Instruction shall cancel and supersede in full extent the parameters for the use of Online Banking provided in the Contract or in the last previous Instruction.
- 2.8 The following Authorization Keys are available for Online Banking – SMS Authorization Key or DigiPass 270 Express Authorization Key for Internet Banking, and Mobile Token Authorization Key and Hardware Token Authorization Key for new Internet Banking.
- 2.9 The Bank may change the Authorization Key specification at any time. The Bank will notify the Client of such change and the reason in one of the ways stated in Clause 1.1, Article 1, this Part of the Business Terms and Conditions within two months before its implementation. If the reason for the change is the preservation of safety, the change may be performed immediately without prior notice to the Client.
- 2.10 If the Representative acts on behalf of several Clients, the Bank shall make such accounts and/or other Bank products of different Clients available to the Representative through Online Banking. The Representative shall log in with Security Components which were assigned to it by the Bank as the first. The Bank may assign additional Security Components to the Representative upon the latter's request, different from the Security Components originally assigned.
- 2.11 When using Online Banking, the Client is entitled to take only such actions (including the submission of Instructions) which, at the Bank's discretion, the Bank allows to be taken via Online Banking.
- 2.12 The scope of functions can be limited depending on the type of Bank Product for which Online banking is used.
- 2.13 To provide smooth use of Online Banking, the Clients are required by the Bank to have technical equipment which is specified in User documentation for Online Banking.
- 2.14 Particular actions within Online Banking shall be Authorized by the Client by entering the Authorization Code. The Client shall be informed by the Bank of executed or non-executed steps in a manner adreed upon in the Business Terms and Conditions for communication with the Client.
- 2.15 The Bank can interrupt or restrict the use of Online Banking for any period that is necessary for its maintenance or for data processing.
- 2.16 The Client is obliged to take all measures to ensure the security when using Online Banking, in particular, to protect their Security Components against any misuse by an unauthorized person and report any misuse or any suspected misuse immediately to the Bank through the telephone contact stipulated in Clause 1.2, Article 1, Part I. of the Business Terms and Conditions. For the purpose of sending Security Components, the Client is obliged to designate to the Bank a Mobile Phone Number different from the Mobile Phone Number that the Bank records with a third party for such purpose; otherwise, the Bank is entitled to refuse to provide the Client with access to Online Banking.
- 2.17 In the case of several consecutive unsuccessful attempts by the Client to log in to Online Banking, the Bank is entitled to block Client's access until further notice. The Bank shall resume access to Internet Banking based on Client's application filed through Phone Banking and to new Internet Banking automatically following the blocking period set by the Bank..
- 2.18 In the case of several consecutive entries of a wrong Authentication or Authorization Code, the Bank is entitled to temporarily block the Client's relevant Authorization Key. The Bank shall unblock the Authorization Key set for Internet Banking based on Client's application filed through Phone Banking and the Authorization Key set for new Internet Banking following the blocking period set by the Bank.
- 2.19 In the case of several consecutive entries of a wrong PIN into the DigiPass 270 Express Authorization Key and/or the Hardware Token Authorization Key, the Authorization Key shall be blocked permanently. The Bank shall issue a new DigiPass 270 Express Authorization Key and/or a Hardware Token Authorization Key based on Client's application.
- 2.20 If an incorrect PIN is entered into the Mobile Token Authorization Key several times in succession, the Authorization Key shall be deactivated. The Authorization Key must be reactivated by the Client.
- 2.21 The Bank can block an access to Online Banking if any violation of the protection and security of Online Banking is identified.
- 2.22 The Client can apply for the blocking of Online Banking in a manner for submitting Instructions. The Bank is entitled to block Online Banking for reasons stipulated in the Business Terms and Conditions, including the cases when it is entitled or obliged to execute the blocking of funds on theAccounts. The Bank shall inform the Client of the blocking of Online Banking through a message which shall be displayed to the Client when trying to log in to Online Banking. The Client can apply for the unblocking of Online Banking through Phone Banking or personally at the Bank's Point of Sale. The Bank is not obliged to execute the unblocking of Online Banking, if it was not blocked on Client's demand and if the reasons for blocking are still valid. The Bank shall send out a notice of rejected unblocking of Phone Banking to the Client, as a rule, within 3 Business Days

of delivery of its application, in a manner agreed for communication between the Client and the Bank.

- 2.23 The Client is obliged to:
  - a) Verify the Authentication Site web address,
  - b) Change the Password during the initial access to Online Banking,
  - c) Report to the Bank immediately any misuse or suspected misuse of Online Banking,
  - d) Protect the Security Components against any damage, misuse, not to lend or not to deliver the same to any third party,
  - e) At the request of the Bank, return the Authorization Key without undue delay.
- 2.24 At the moment of reporting any misuse or suspected misuse of Online Banking to the Bank, the Client shall bear no liability for the financial loss resulting from the misuse, except the cases where the misuse occurred as a result of any intentional or negligent behaviour of the Client in contradiction to the Contract or to the Business Terms and Conditions.
- 2.25 The Client shall be informed of the processing of submitted Instruction through the relevant markings indicating the processing state of Instruction.
- 2.26 The Client is entitled to use Online Banking constantly, i.e. 24 hours a day and 7 days a week. The Bank can interrupt or restrict the use of Online Banking for a period strictly necessary for its maintenance or data processing. The Bank shall inform the Client of all relevant facts related to the operation of Online Banking.
- 2.27 The Bank shall not provide the services of Internet providers, data connection or technical equipment for the Client that is necessary for the operation of Online Banking.
- 2.28 Access to Internet Banking for minor Client may only be established by the Bank by means of Passive Authorisation of the legal Representative of the minor Client.
- 2.29 The Bank communicates with Clients with whom it has agreed on this method of communication via the new Internet Banking system.

### **ARTICLE 3: Phone Banking**

- 3.1 The purpose of this Article is the regulation of mutual rights and obligations between the Bank and the Client in the use of the Phone Banking.
- 3.2 Phone Banking is available at a phone line designed for that purpose specified in Clause 1.2, Article 1, Part I. hereof.
- 3.3 Bank may interrupt or restrict the use of Phone Banking for a period required for the maintenance thereof or for data processing.
- 3.4 Bank shall decide which Banking Products will be controllable by means of the Phone Banking. Bank is not obliged to enable control of all Banking Products by means of Phone Banking.
- 3.5 Bank enables the use of Phone Banking for those Banking Products, the nature of which allows such option and with respect of which the Bank decided to enable control by means of Phone Banking.
- 3.6 The Bank will make the Phone Banking accessible no later than in three (3) Business Days from execution of

the Contract or submission of an Instruction. The Client cannot cancel Phone Banking by means of an Instruction.

- 3.7 The change of parameters for the use of Phone Banking shall be made by the Client through the submission of an Instruction without the need to enter into an amendment to the Contract. The new wording of the Instruction shall cancel and supersede in full extent the parameters for the use of Phone Banking provided in the Contract or in the last previous Instruction.
- 3.8 If the Representative acts for multiple Clients, the Bank shall make accessible to the Representative by means of Phone Banking such accounts and/or other Bank Products of various Clients. The Representative shall log in with Security Components which were assigned to it by the Bank as the first. If the Representative acts on behalf of more than one Client, the Bank may assign additional Security Components to the Representative upon the latter's request, different from the Security Components originally assigned
- 3.9 In using the Phone Banking, the Client is entitled to take only such actions (including the submission of Instructions) which, at the Bank's discretion, the Bank allows to be taken via Phone Banking.
- 3.10 The scope of functions may be restricted depending on the Banking Product type for which the Phone Banking is used.
- 3.11 Client is obliged to take all measures to ensure security when using Phone Banking including, without limitation, protection of Client's Security Components (particularly the Password for Phone Banking) from misuse by unauthorised individual and shall forthwith inform the Bank by means of a phone contact set forth in Clause 1.2, Article 1, Part I. hereof of the misuse, or the suspicion of misuse.
- 3.12 In the event of several successive unsuccessful attempts of the Client to log in Phone Banking, the Bank may block Client's access until further notice. The Bank shall renew the access to Phone Banking at Client's request.
- 3.13 Bank may also block access to the Phone Banking if the Bank detects violation of the protection and security of Phone Banking.
- 3.14 The Client is obliged to:
  - a) to forthwith inform the Bank of misuse, or suspicion of misuse, of Phone Banking;
  - b) to protect the Security Components from misuse, not to give or handover the same to other individual.
- 3.15 Once the misuse, or suspicion of misuse, of Phone Banking is advised to the Bank, the Client shall not be held liable for the financial loss incurred as a consequence of the misuse, save when the misuse occurred as a consequence of wilful or negligent conduct of the Client in conflict with the Contract or the Business Terms and Conditions.
- 3.16 Bank does not set up Phone Banking for a minor Client.

### **ARTICLE 4: Authorized Account Users**

- 4.1 The Client and the Bank may agree that the Client will grant by Instruction a Disposal Authority to the Authorized Account User chosen by the Client, which will allow the Authorized Account User to act on behalf of the Client in relation to the Bank in person, via Online

Banking, Phone Banking, and Payment Initiation Service. The Bank shall allow the Authorized Account User to access the Accounts and it shall execute the Instructions entered by the Authorized Account User to the extent specified by the Client and also permitted by the Bank. In the Instruction by which the Client grants the Disposal Authority to the Authorized Account User, the Client shall specify the scope of the Authorized Account User's Disposal Authority to act for the Client, including the setting of Payment Limits for the Authorized Account User. The Bank reserves the right not to allow the Client to grant Disposal Authorities to a third party designated by the Client and/or not to accept the Disposal Authority of the Authorized Account User designated by the Client.

4.2 The Client understands that if the Authorized Account User is appointed, the Authorized Account User can be authorized to obtain information on movements, balances and on other disposal of Client's Bank Products and if the Client has not granted the Authorized Account User the Disposal Authority for a specific Banking Product, the Disposal Authority granted applies to all of the Client's Banking Products, including future ones, specified in the Instruction.

4.3 The Client acknowledges that in case of designation of the Authorized Account User, the Authorized Account User may be authorized to act personally in relation to the Bank to the same extent as the Client, unless the Bank and the Client agree otherwise; however, notwithstanding the extent of the Authorized Account User's authority to act for the Client, the Authorized Account User shall not be entitled to change the Payment Limit and the Utilization Limit, shall not be entitled to cancel the contractual relationship between the Bank and the Client in any manner under the Contract, the Business Terms and Conditions and/or the Relevant Legal Regulations, shall not be entitled to request the issuance of a Payment Card, and shall not be entitled to grant Disposal Authority to act for the Client to third parties and/or to cancel the Disposal Authority granted by the Client to other Authorized Account Users. The Client's rights and obligations stated in this Part of the Business Terms and Conditions shall also apply accordingly to the Authorized Account User.

4.4 In case that the Client and the Bank agree that the Bank will allow the Authorized Account User to act in relation to the Bank in person through Online Banking and/or Phone Banking or through the use of the Payment Initiation Services, the Bank shall, during the effect of the Contract, provide the Authorized Account User with such access free of charge, in a scope defined in the Contract or in the Instruction.

4.5 The Client undertakes to ensure that the Authorized Account User is informed of the scope of their powers and obligations under the Contract and that the Authorized Account User properly observes these duties. The Client is responsible for Authorized Account User's acts carried out by the Authorized Account User for the Client in relation to the Bank.

4.6 For the purposes of Online Banking, the Bank shall assign a Login Name to the Authorized Account User for an access to Online Banking, and a one-off Password for

Online Banking, which serve for initial access to Online Banking. For the purposes of access to Online Banking, the Bank shall assign an Authorization Key to the Authorized Account User and set up a Mobile Phone Number specified by the Authorized Account User to send the Authentication and Authorization Code.

4.7 For the purposes of using the Phone Banking, the Bank shall assign the Authorized Account User a Password for the Phone Banking.

4.8 The Bank shall hand over all Security Components it allocates to the Authorized Account User pursuant to this Article of the Business Terms and Conditions to the Authorized Account User.

4.9 The termination of the Disposal Authority of the Authorized Account User shall occur upon termination of the Contract or upon the Client's submission of an Instruction to terminate the Disposal Authority of the Authorized Account User or by waiving the Disposal Authority granted by the Authorized Account User on the form specified by the Bank. The Client may revoke the Disposal Authority of the Authorized Account User, without the Authorized Account User's consent. The Authorized Account User may only waive the Disposal Authority granted by the Client to the Authorized Account User, even without the Client's consent. Disposal Authority will be revoked by the Bank no later than the next Business Day following the date of receipt of the Client's Instruction by the Bank or the date on which the Authorized Account User notifies the Bank in writing of the waiver of the Disposal Authority granted on a form specified by the Bank. The Bank shall not be obliged to inform the Authorized Account User that the Client has revoked the Disposal Authority. The Bank shall promptly inform the Client of the waiver of the Disposal Authority by the Authorized Account User.

## **PART IV: Current Accounts and Payment Services**

### **ARTICLE 1: Opening a Current Account**

1.1 The subject of this part hereof is the regulation of the mutual rights and duties between the Bank and the Client resulting from the opening and keeping of a Current Account for the Client.

1.2 The Bank shall establish and keep Current Accounts to the Clients in accordance with the Business Terms and Conditions. Instruction for opening of a Current Account can be submitted by the Client in any way defined in the Contract or in the Business Terms and Conditions for submitting the Instructions.

1.3 The Bank opens and keeps Current Accounts in EUR and in other currencies defined by the Bank. The Bank undertakes to inform the Client about the Current Account state and activities by producing a Statement (Article 2, Part X. of the Business Terms and Conditions).

1.4 The name of the Current Account consists of (i) the surname and name for natural persons, (ii) the business name for legal entities, unless otherwise specified in the Contract or in the Instruction. The Bank shall not open any anonymous Current Accounts or joint Current Accounts.

1.5 The Bank shall open a Current Account on the basis of the Contract or Instruction. Unless otherwise specified in the Contract or in the Instruction, the Bank shall open

- a Current Account no later than within three (3) Business Days after the effective date of the Contract or after an Instruction has been submitted. The opening of a Current Account means that the use of it by the Client is enabled.
- 1.6 The Bank shall be entitled to determine a minimum Deposit for opening a Current Account.
- 1.7 The Client shall be obliged to keep a sufficient amount of funds on their Current Account to cover their obligations towards the Bank.

#### **ARTICLE 2: Paying Interest on the Current Account**

- 2.1 Interest on Current Accounts are paid using the Declared Interest Rate for Current Accounts. The Declared Interest Rate for Current Accounts may also be changed by the Bank during the term of the Current Account. The new Declared Interest Rate for Current Accounts including the effective date of the new Declared Interest Rate for Current Accounts shall be published on the Bank's Web Site and at Bank's Points of Sale.
- 2.2 In the algorithm for daily interest calculation, the year shall mean three hundred sixty-five (365) days. The date of start of interest payment is identical with the day when the Current Account was credited with the funds. The date of end of interest payment is identical with the day preceding the Current Account debiting with the funds. In the case of a terminated Current Account, the date of end of interest payment is the same as the day preceding the date of termination of the Current Account.
- 2.3 If no Loan Facility has been agreed for the Current Account, the Bank shall determine the interest on the Current Account overdraft using the Declared Interest Rate for the unauthorised debit balance. If for any reasons, a Bank's receivable comes into existence (in particular as a consequence of Deal or Fee accounting), it shall mean an unauthorised debit on the Current Account.
- 2.4 The Current Account is credited with interest on a monthly basis on the first day of the calendar month following the month to which the interest relates. It is paid on the first Business Day of the calendar month following the month to which the interest relates or on the last day of the Current Account if the Current Account has been cancelled.

#### **ARTICLE 3: Disposal of the Current Account**

- 3.1 The Client shall dispose of the Current Account and funds on it based on Instructions and Payment Card. The Client may submit in particular the following types of Instructions for the Current Account:
- a) the Instruction for one-off transfer of funds,
  - b) the Instruction for permanent transfer of funds,
  - c) Consent to SEPA direct debit,
  - d) the Instruction for Deposit establishment,
  - e) the Instruction for sale/purchase of Financial Instruments in accordance with Articles 4 and 5, Part VI. hereof.
- 3.2 An Instruction for the Current Account shall be submitted by the Client in accordance with Article 2, Part II. hereof and Article 4, Part IV. hereof.

- 3.3 The Client shall be responsible for the disposal of the funds on their Current Account in compliance with the Relevant Legal Regulations. The Client shall be obliged to provide sufficient funds on the Current Account to pay the Fees, Costs as well as all and any Bank's receivables from the Client.
- 3.4 Unless otherwise agreed, the Client shall be authorised to dispose of the funds on their Current Account maximally up to the amount of the available balance. The Client shall be obliged to pay the Current Account overdraft beyond the ambit of the available balance or above the agreed Loan Facility within fifteen (15) Business Days from the day of occurrence of an unauthorised debit balance on the Current Account.
- 3.5 The rules for execution of the Instructions by the Bank, in particular the execution dates, shall follow the applicable provisions of the Relevant Legal Regulations and the Contract. The periods for settlement are published on the Bank's Web Site.

#### **ARTICLE 4: Payment Services – General Provisions**

- 4.1 The Bank provides the Clients with cashless and cash payment services as a part of the Current Account maintenance.
- 4.2 The Bank provides payment services in EUR and in foreign currencies listed in the Exchange List.
- 4.3 The Bank undertakes to accept Deposits to the opened Current Accounts, to make withdrawals therefrom and to make transfers of funds to/from such accounts. All the Transactions shall be accounted in the currency of the Current Account.
- 4.4 The Bank shall carry out the payment operations on the basis of Payment Orders.
- 4.5 The Payment Order must contain all mandatory elements and must be clearly, completely and legibly completed. The Payment Order must not be crossed out, erased or overwritten. Necessary conditions for the execution of the Payment Order are also the submission of the Payment Order within the specified time limit and sufficient funds to cover the payments, including fees, in the Payer's account.
- The Client shall be liable for the completeness, factual accuracy and truthfulness of the data contained in the Payment Order, in particular for the completeness, factual accuracy and truthfulness of the data that would cause misdirection of the payment made on the basis of the Payment Order. If the Payment Order does not comply with the requirements under the Business Terms and Conditions, the Bank shall not be liable for any damage caused by the Bank's failure to execute the Payment Order.
- 4.6 Obligatory details for individual types of Payment Orders are listed in the parts regulating the particular types of payment operations. The Payment Order may contain additional information for the payee, which the Bank transmits if the technical conditions allow it.
- 4.7 The Client can submit a Payment Order to the Bank in one of the following ways:
- a) in paper form in person at the Bank's Points of Sale,
  - b) through Phone Banking using the allocated Security Components,

- c) through Online Banking using the allocated Security Components,
  - d) through the provider of the Payment Initiation Service,
  - e) in other way agreed upon with the Bank.
- 4.8 The Bank may determine that some Payment Orders can be submitted only in one of the above ways.
- 4.9 The Payment Orders submitted in person in paper form must contain the signature of the Client and the Identity Verification before a Bank's employee. In specific cases, the Bank may determine that the Payment Order must compulsorily contain the official authentication of the Client's signature and/or Identity Verification before a Bank's employee.
- 4.10 Electronic Payment Orders must be submitted through Online Banking using the Security Components for this type of communication. The Payment Order submitted through Online Banking is authorized by the Client by entering the generated Authorization Code or even by entering the Online Banking Password. The Payment Orders submitted through Phone Banking must be submitted using the Security Components for this type of communication. The Payment Orders submitted using the Payment Initiation Service must be submitted using the Security Components for this type of communication.
- 4.11 The Bank shall inform the Client about the Fee charged by the Bank for the Payment Order execution.
- 4.12 The Bank shall be entitled to refuse the execution of a Payment Order in particular in the following cases:
- a) the Payment Order cannot be satisfied for objective reasons, e.g. it was delivered to the Bank at the time, which does not allow its execution,
  - b) the Payment Order contains incorrect or incomplete data,
  - c) the Payment Order is indefinite or incomprehensible,
  - d) the Bank has a suspicion that the Payment Order is submitted by a person that is not authorised for it,
  - e) the Payment Order is in conflict with the Bank's internal regulations or with the Relevant Legal Regulations, or its execution could cause a violation of the Relevant Legal Regulations,
  - f) the Payment Order is in conflict with the Contract and with the Business Terms and Conditions,
  - g) the Payment Order is in conflict with the Bank's obligations to third parties or is in conflict with the terms and conditions for making payments by third parties through whom the Bank provides Foreign Payments,
  - h) the Client does not have sufficient funds remaining in the Account from which the Payment Order is to be executed after the execution of the Transaction to cover the Transaction Tax,
  - i) in other cases mentioned in the Contract or Business Terms and Conditions.
- The Bank may deny access to the provider of Payment Initiation Services to the payment accounts for objective and provable reasons related to unauthorised access or fraudulent access to payment accounts by the provider of Payment Initiation Services, including unauthorised request or fraudulent request for execution of a payment operation, and the Bank shall inform the Payer in the agreed period of the denial of access to the payment accounts including the reasons for such denial.
- If possible, the Bank shall advise to the Payer such information prior to denial of the access to payment accounts, otherwise without any undue delay thereafter; this shall not apply if the provision of such information is not possible for objective security reasons. The Bank shall allow access to payment accounts if the reasons for access denial have expired in connection with the Payment Initiation Service.
- 4.13 The Bank shall notify the Clients of the restrictions on the execution of Payment Orders resulting from the Bank's internal decisions, the Bank's obligations pursuant to clause 4.12(g) of this Article or the conditions for the execution of payments by third parties through which the Bank arranges Foreign Payments, on the Bank's Website and the Bank's Points of Sale.
- 4.14 The Bank shall send information about denial of a Payment Order and the reasons for its denial to the Client usually on the first Business Day following the day when the Payment Order has been delivered to the Bank. The Bank shall process and execute the properly filled in and submitted Payment Order no later than on the Business Day following the day when the Payment Order has been delivered to the Bank, unless otherwise stated in the Relevant Legal Regulations, Contract or in the Business Terms and Conditions.
- 4.15 At the request of the Client, the Bank shall confirm the take-over of the Payment Order. At Client's request, the Bank shall inform the Client of:
- a) maximum period for execution of the Payment Order;
  - b) existing standing Payment Orders for transfer of funds;
  - c) Payment Orders – consents to direct debit.
- 4.16 All the previous provisions hereof regulating the Instruction shall apply to the Payment Order unless otherwise stated in this and the following articles regarding the payment services.
- 4.17 If the Payer grants the consent to payment operation performance, the payment operation shall be considered authorised. Payer may also grant consent to the performance of payment operation by means of the beneficiary or by means of the provider of the Payment Initiation Services. The consent to payment operation performance is among the required details of the Payment Order and the Payer shall grant the consent to payment operation performance along with the submission of the Payment Order, in the form and way specified for the submission of the Payment Order. If the Client performs a payment operation through a payment means (e.g. Payment Card), the consent to the payment operation is granted by entering the Security Components allocated to the Client. The consent to direct debit must be granted in the way mentioned in Article 6 hereof.
- 4.18 The Client as the user of payment services shall be entitled to receive correction from the Bank as the provider of payment services, when the Client, without undue delay after they have found out an unauthorised or incorrectly performed payment operation, however, no later than within 13 months from the date of debiting or crediting the payment account with the funds, informs the Bank that they have found out an unauthorised or incorrectly performed payment

operation, based on which the title to correction came into existence. After the performance of investigation – compliant proceedings in accordance with the Business Terms and Conditions and Complaint Code, the Bank shall be obliged to return to the Client the sum of the unauthorised payment operation, unless otherwise stated by the Relevant Legal Regulations and if possible, to reach the state of the payment account, which would correspond to the state, as if the unauthorised payment operation did not take place at all. The Bank is obliged to refund to the Payer the amount of the unauthorised payment operation in accordance with the above conditions even if the Payment Order was submitted by way of provider of the Payment Initiation Services. The user of payment services shall be entitled to remedy from the Bank in accordance with the above conditions even if the Payment Order is submitted by means of the provider of Payment Initiation Services.

4.19 In the case of an authorised payment operation, the Payer may ask the Bank as the provider of payment service to return the funds of the authorised payment operation performed on the basis of the Payment Order submitted by the Beneficiary or through the Beneficiary pursuant to the Act on Payment Services, within eight weeks from the date of debiting the account with the funds. Within ten Business Days from receiving the request for returning the funds, the Bank shall return to the Client the whole amount of the payment operation or submit a substantiation for the refusal to return the funds mentioning the persons, who can be addressed by the Client in this matter pursuant to the Relevant Legal Regulations, if the Client does not agree with the submitted substantiation. The date of crediting the refunded funds to the Payer's payment account must not be later than the date on which the funds were debited from the Payer's payment account.

4.20 The Bank as the Payer's payment service provider, shall be obliged to ensure the transfer of the payment operation amount to the Beneficiary's payment service provider at the latest until the end of the following Business Day after the moment of delivery of the Payment Order, unless something else results from the Relevant Legal Regulations, from the Contract or from the Business terms and Conditions. If the Payment Order submitted by the Payer is in written form, the period according to the previous sentence can be extended by another Business Day. When executing a credit transfer in the SEPA Instant Payment mode, the Bank, as the Payer's payment service provider, shall ensure that the amount of the payment operation is transferred to the account of the Beneficiary's payment service provider within a few seconds after the moment of receipt of the Payment Order, irrespective of the time of receipt of the Payment Order.

4.21 The Bank as the provider of payment services of the Beneficiary shall credit the Beneficiary's payment account with the amount of the payment operation and allow the beneficiary to dispose of the credited amount of payment operation on the same Business Day, when the amount of the payment operation was credited to the account of the Bank as the provider of payment services of the Beneficiary or in other period resulting

from the Relevant Legal Regulations or from the Bank's Notification of time limits for execution of Payments. Provider of payment services of the beneficiary shall ensure that the beneficiary have the amount under the payment operation to disposal forthwith after the amount under the payment operation is credited to the provider of payment services of the beneficiary, if no conversion takes place on the side of provider of payment services of the beneficiary or if the conversion is a conversion between the Euro and other currency of a member state or between currencies of two member states. If the Payment Order for the performance of the payment operation is submitted by the Beneficiary or if such order is submitted through the Beneficiary, the Bank as the provider of payment services of the Beneficiary shall be obliged to hand over such Payment Order to the provider of payment services of the payer within the Cut-Off Time so that in case of direct debit, such payment operation can be carried out on the agreed day, when the payment account of the payer is to be debited with the sum of the payment operation.

4.22 The Bank shall be liable to the Client for incorrectly or erroneously executed payment operation under the Relevant Legal Regulations.

#### **ARTICLE 4A: Payment Initiation Service**

4A.1 At the request by the provider of the Payment Initiation Service, the Bank shall accept and perform the Payment Order that was submitted via the Internet by the Client by means of this provider of payment initiation services.

4A.2 Payment Order submitted by means of the provider of Payment Initiation Service shall only be accepted by the Bank if:

- a) Current Account that the Payment Order refers to was made accessible by the Client by means of Online Banking, and if
- b) Client gave the Bank consent to perform the Payment Order submitted by means of the Payment Initiation Service, and if
- c) such provider of Payment Initiation Service conducted proper verification of its identity at each provision of the Payment Initiation Service.

4A.3 Authorized Account User of the Client's Current Account may grant consent to the performance of the Payment Order submitted by way of the Payment Initiation Service in accordance with b) of the previous clause hereof if the Client has determined Active Authorization in the Instruction granting them the Disposal Authority.

4A.4 The consent to the performance of the Payment Order submitted by means of the Payment Initiation Service is granted by the Client by way of the provider of the Payment Initiation Service. Client's identity will be verified based on Security Components of the Online Banking on the Authentication Site.

4A.5 The Payment Order that was submitted to the Bank by means of the Payment Initiation Service cannot be changed or cancelled. If the Payment Order was submitted by means of the Payment Initiation Service, the Payer must not revoke it once the Payment Order is sent or once the Payer gives the consent to the performance of payment operation to the provider of Payment Initiation Services.

4A.6 The maximum volume of funds the Client may dispose of by means of the provider of Payment Initiation Service is part of the Payment Limit of the Client for Online Banking. The maximum amount of the Payment Limit may be restricted unilaterally by the Bank.

**ARTICLE 4B: Account Information Service**

- 4B.1 At the request of the provider of Account Information Service, the Bank shall give such provider the information about Client's Current Account to the extent to which such information concerning this Current Account is available to the Client in the Online Banking. The Bank shall make accessible to such provider particularly the information about the available balance in the Current Account and overview of Transactions in the Current Account.
- 4B.2 The information about the Client's Current Account shall be made accessible by the Bank to the provider of the Account Information Service only if:
  - a) the Current Account covered by such request is made accessible by the Client by means of Online Banking; and if
  - b) Client gave the Bank a prior consent to the provision of such information to such provider; and if
  - c) such provider duly proves its identity.
- 4B.3 The Authorized Account User of the Client may give consent to the provision of information as per b) of the previous Clause hereof only if the Client has determined Active Authorization in the Instruction granting them the Disposal Authority.
- 4B.4 The consent to the provision of such information shall be given by the Client to the Bank by means of the provider of the Account Information Service. Client's identity will be verified based on Security Components of the Online Banking on the Authentication Site.
- 4B.5 The Bank may, and is entitled to, ask the Client to repeatedly grant the consent to the provision of such information for the relevant provider.
- 4B.6 The consent to the provision of information about Client's Current Account to other provider may be revoked by the Client at any time by way of Phone Banking, by way of Banker, or in Bank's Points of Sale.
- 4B.7 Client may only grant or revoke the consent to the provision of such information in relation to all Current Accounts accessible through Online Banking. The consent to the provision of such information cannot be granted or revoked only in relation to the selected Current Accounts accessible through Online Banking.
- 4B.8 The Bank may deny access to the payment account to the provider of the Account Information Services for objective and provable reasons concerning unauthorized access or fraudulent access to the payment account by the provider of Account Information Services, including unauthorized request or fraudulent request for execution of payment operation, and Bank shall inform the payer in the agreed period of such denial of access to the payment account including the reasons for denial. If possible, said information shall be advised prior to access denial to the payment account, otherwise no later than after such denial; this shall not apply if the provision of such information is not possible for objective security reasons. The Bank shall

enable access to the payment account if the reasons for access denial have expired in connection with the Account Information Service.

**ARTICLE 4C: Confirmation of the Balance at the Request of Other Provider Issuing the Payment Card**

- 4C.1 At the request of other provider issuing payment card, the Bank shall provide such provider information whether or not the available balance in the Current Account required to make the payment operation reaches the amount of the Card Transaction made by the provider which filed the request for the information about the balance.
- 4C.2 The information whether or not the available balance in the Current Account reaches the amount of the Card Transaction made by other provider shall be made accessible by the Bank to such provider only if
  - a) the Current Account covered by such request is made accessible by the Client by means of Online Banking; and if
  - b) Client provided the Bank a prior consent to the provision of such information to such provider with the aim to confirm the availability of the amount corresponding to the payment operation bound to the payment card in the Payer's payment account; and if
  - c) such provider duly proves its identity.
- 4C.3 The Authorized Account User of the Client may give consent to the provision of information as per b) of the previous Clause hereof only if the Client expressly authorizes the Authorized Account User to that end based on a separate written power of attorney.
- 4C.4 The consent to the provision of the information about whether or not the available balance in the Current Account reaches the amount of the Card Transaction performed by other provider shall be given by the Client to the Bank by means of Online Banking, Phone Banking, by means of Banker, or in Bank's Points of Sale.
- 4C.5 The consent to the provision of the information about whether or not the available balance in the Current Account reaches the amount of the Card Transaction performed by other provider may be revoked by the Client at any time by means of Online Banking, Phone Banking, by means of Banker, or in Bank's Points of Sale.
- 4C.6 At Client's request, the Bank shall make accessible to the Client the names of providers which were provided by the Bank with the information under the Clause 4C.1 of this Article hereof and the content of such information.
- 4C.7 Provider of payment services may apply for the submission of the confirmation as per this Article hereof, if:
  - a) Payer gave the provider consent to request issuance of such confirmation; and if
  - b) Payer submitted request for performance of the payment operation bound to the Payment Card for the relevant amount using the payment means bound to the payment card issued by such provider of payment services; and if
  - c) such provider of payment services enables the Bank to perform their Identity Verification at each request for confirmation.

Confirmation shall mean the information in the official language or other language used in the financial sector,

while the information in the official language shall read “yes” or “no”. Confirmation is not constituted by the information about the balance in the payer's payment account. The confirmation is not archived or used for any purpose other than the execution of the payment operation bound to the Payment Card.

The confirmation does not authorize the Bank to block the funds in the Payer's payment account.

the Client to demonstrate the purpose of the incoming payment.

- 5.9 The Bank shall be entitled to carry out correcting settlement that will mean the correction of an incorrectly made payment by a correcting settlement to the payment account or from the payment account. The details of correcting settlements are regulated by the Complaint Code.

#### **ARTICLE 5: Cashless Payment Services**

- 5.1 The Bank shall execute SEPA Payments, SEPA Instant Payments, SEPA Direct Debits and Foreign Payments in compliance with the provisions of the Relevant Legal Regulations.
- 5.2 An outgoing urgent payment in EUR is a payment through the TARGET2 system. An urgent payment in EUR is conditioned by the membership of the intermediary bank of the Beneficiary in the TARGET2 system.
- 5.3 The Bank shall execute only authorised Payment Orders for the Current Account on condition of fulfilment of the other conditions for Payment Order acceptance by the Bank.
- 5.4 The Bank shall execute a Payment Order for the Current Account only on condition of existence of the available balance on the Current Account, including funds for the payment of fees. If the Bank cannot execute a Payment Order for the Current Account of the Client because of a lack of funds on the Current Account on the maturity date, the Bank shall not execute the Payment Order for the Current Account. The Bank shall immediately inform the Client about this fact in a suitable way.
- 5.5 The Bank shall make SEPA Payments through the settlement centre of the National Bank of Slovakia. The Bank executes SEPA Instant Payments through the TARGET Instant Payment Settlement (TIPS) platform. The Bank shall make payments abroad/from abroad through a network of correspondence banks.
- 5.6 Unless otherwise expressly agreed, the Bank shall not be responsible for any losses incurred by the Client as a consequence of movement of exchange rates during the execution of foreign payments.
- 5.7 The Clients can make payments abroad from their Current Account kept in EUR or in a foreign currency. Payments from abroad shall be credited by the Bank after the conversion in the currency of the respective Current Account of the Client. For the conversion of funds, the Bank shall use the actual exchange rate determined by the Bank in the Exchange List, valid on the date of payment execution or at the time of payment execution, foreign exchange – sale for the leaving payments and foreign exchange – purchase for the incoming payments. Based on an agreement with the Client, the Bank may define the exchange rate for payments abroad/from abroad individually. Payments of foreign currency funds from one currency to another currency between the Client's Accounts within the Bank shall be made at the exchange rate according to the valid Exchange List valid on the day of the payment.
- 5.8 Before crediting or even after crediting the incoming payment to the Account, the Bank is entitled to require

#### **ARTICLE 6: SEPA Payment, SEPA Instant Payment and SEPA Direct Debit**

- 6.1 Obligatory details of Payment Order for SEPA Payment, SEPA Instant Payment for one-off transfer of funds:
- bank details of the Payer (in IBAN format), i.e. a unique identifier of the Payer,
  - bank details of the Beneficiary in IBAN format,
  - the sum of payment including the decimal places,
  - currency (EUR, if the currency is not stated, it shall be supposed that it is a payment in EUR),
  - in case that it is an urgent (accelerated) payment, a suitable designation (e.g. “URGENT”, “TARGET”),
  - the SHA type fee direction; in case of submitting a Payment Order through Online Banking in the xml format, the SLEV type fee direction,
  - Beneficiary's name,
  - the Payer's signature, and
  - place and date of Payment Order issuance.
- 6.2 In addition to the data according to the previous Clause hereof, the obligatory details of the standing order for SEPA Payment shall include also:
- the frequency (periodicity) of payment,
  - maturity date of the first payment,
  - maturity date of the last payment; if the maturity date is not determined, it is deemed that the standing order for SEPA Payment is valid until further notice,
  - establishment or change or cancellation of the standing order.
- If the date of execution of a standing order for a SEPA Payment falls on a day that is not a Business Day, the payment will be executed on the next Business Day, unless the Bank and the Client agree otherwise.
- 6.3 In the Payment Order for the SEPA Payment, the Client may specify additional details regarding the payment including, without limitation:
- due date - mandatory for Online Banking only (unless specified in the case of Payment Order submission in paper form or in the case of Payment Order submission via Phone Banking, the due date shall be deemed to be the date of receipt of the Payment Order by the Bank);
  - variable symbol – maximum ten-digit numerical data without hyphens or slashes;
  - constant symbol, maximum four-digit numerical data without hyphens or slashes;
  - specific symbol, maximum ten-digit numerical data without hyphens or slashes;
  - message for the beneficiary;
  - the Payer's reference,
  - BIC - the Beneficiary's Bank Identifier Code.
- 6.4 If the Beneficiary's payment service provider is not a member of the SEPA SCT scheme, the SEPA payment will be executed as a Foreign Payment. .

- 6.5 In a Payment Order for a SEPA Payment for a one-off transfer of funds, submitted via Internet Banking, the Bank shall ensure the automatic pre-filling of the Payment Order due date with the calendar day identical with the date of its submission via Internet Banking, which the Payer is entitled to change to a later date. If the Payer does not make such a change to the due date of the Payment Order, the Bank shall execute the payment as a SEPA Instant Payment on a priority basis.
- 6.6 The Bank will execute a SEPA Instant Payment if all of the following conditions are met:
- a) the Beneficiary's payment service provider is a participant in the SCT Inst Scheme at the time the Payment Order for a SEPA Payment for a one-off transfer of funds is submitted by the Payer,
  - b) there are no reasons on the part of the Bank as the Payer's payment service provider and on the part of the Beneficiary's payment service provider at the time of the submission of the SEPA Payment Order for a one-off transfer of funds by the Payer for which the execution of the SEPA Instant Payment is restricted or excluded,
  - c) the amount of the payment, as stated in the Payment Order, does not exceed EUR 100,000. The Bank shall notify the Client of the change in the maximum amount of the payment that the Bank allows to be made as a SEPA Instant Payment in the manner agreed in the Business Terms and Conditions for communication with the Client.
- If these conditions are not met, the Bank shall execute the payment as a SEPA Payment. The Client will find information on the method of payment execution in the Statement stored in Online Banking.
- 6.7 The Client is entitled to set an individual limit for SEPA Instant Payment. The limit set in this way must be in accordance with Clause 6.6(c) of this Article of the Business Terms and Conditions. The Client acknowledges that the Bank is entitled not to execute a Payment Order for a SEPA Instant Payment if the amount specified in the Payment Order exceeds the limit set by the Client for SEPA Instant Payment.
- 6.8 The Bank reserves the right to execute the payment as a SEPA Payment instead of a SEPA Instant Payment in case of any other, unforeseeable reasons on the part of the Bank as the Payer's payment service provider or on the part of the Beneficiary's payment service provider.
- 6.9 The standing order for SEPA Payment is used for repeating payments for the same Beneficiary with the same payment symbols and with fixed amounts due on a particular date.
- 6.10 The basic type of account protection against SEPA direct debit is the Account blocking against the SEPA direct debit where any SEPA direct debit coming to the Payer's Account will be rejected.
- 6.11 The Bank shall execute a SEPA direct debit only provided that the Payer makes their account accessible for SEPA direct debit by granting the consent to the SEPA direct debit, which must be delivered to the Bank at least one Business Day before the due date of the first call for SEPA direct debit.
- 6.12 Obligatory requirements of the SEPA direct debit consent include the data as follows:
- a) name of the Payer,
  - b) the name of the SEPA Direct Debit Payee,
  - c) the Payer's account No. in the form of IBAN,
  - d) date of signature of the mandate for SEPA Direct Debit,
  - e) UMR – Unique Mandate Reference allocated by the Collector to the Payer,
  - f) CID – SEPA Direct Debit Payee identifier,
  - g) maximum permitted limit of individual Direct Debit payment,
  - h) SEPA Direct Debit type – one-off or repeated,
  - i) the Payee's signature.
- The Client is obliged to ensure that the obligatory requirements of the consent to SEPA Direct Debit are changed in accordance with the changes to the Mandate for SEPA Direct Debit.
- 6.13 Non-obligatory requirements of the SEPA direct debit consent include the data as follows:
- a) the address of the SEPA Direct Debit Payee,
  - b) date of validity (if not specified, the SEPA Direct Debit validity shall be considered unlimited).
- The Mandate for SEPA Direct Debit shall expire thirty-six months after the last SEPA Direct Debit has been executed.
- 6.14 Making the Account accessible for SEPA direct debit is a service of the Bank allowing the Client to select their Account for one-off or long-term SEPA direct debits towards a particular Collector. In case that the Account is not made accessible for SEPA direct debit towards a particular Collector, the Bank shall not execute such order.
- 6.15 At the latest one Business Day before the SEPA direct debit is due, the payer may refuse the SEPA direct debit without giving reasons.
- 6.16 The Collector can cancel the SEPA direct debit at the latest one Business Day before its due date.
- 6.17 The Collector or the Collector's bank may return the already executed SEPA direct debit.
- 6.18 In the event that there is not enough funds on the Payer's Account on the Business Day prior to the SEPA direct debit due date, the Bank shall not execute the SEPA direct debit and refuse it.
- 6.19 The payer has the right to apply for refunding in the case of authorised CORE type SEPA direct debit within eight (8) weeks after debiting the funds from the Payer's Account. In such case, the Payer shall be entitled to an immediate refund of payment without giving reasons. The authorised SEPA direct debit means a payment settled in compliance with the setting of the Account protection SEPA Direct Debit Mandate.
- 6.20 The payer has the right to apply for refunding in the case of unauthorised CORE type SEPA direct debit within thirteen (13) months after debiting the funds from the Payer's Account. In such case, the Payer shall be entitled to the refund of payment based on an investigation – complaint procedure in accordance with the Business Terms and Conditions and Complaint Code. Unauthorised SEPA direct debit shall mean such SEPA direct debit, for which the conditions defined by the Payer for SEPA direct debit were not adhered to.
- 6.21 The Bank provides only CORE type SEPA direct debits.
- 6.22 When executing a SEPA payment, a standing order for a SEPA payment, and a SEPA Instant Payment, the Bank, as the Payer's payment service provider, provides a

service ensuring verification of the payee to whom the Payer intends to send the payment. The Bank shall perform this service after the Payer provides the relevant details of the payee and before the Payer is offered the option to Authorize the payment. The Bank shall notify the Payer whether the details of the payee provided by the Payer in the Payment Order match, partially match or do not match at all the details provided to the Bank by the Payee's payment service provider. If the details of the Payee are partially identical, the Bank shall provide the Payer with the details of the payee registered by the payee's payment service provider for the specified IBAN. If the details of the payee do not match at all, the Bank will notify the Payer that authorizing the payment could result in funds being transferred to a payment account that does not belong to the payee specified by the Payer. The Bank shall not be liable for making a payment to an unintended recipient if the Bank has duly fulfilled all the requirements relating to the verification of the Recipient and the Client has Authorized the relevant payment.

#### **ARTICLE 7: Foreign Payments**

7.1 The following data are the obligatory requirements for a Foreign Payment Order:

- a) account No. in the format of IBAN, name and address of the Payer, i.e. the Payer's unique identifier,
- b) account No., name and address of the beneficiary, i.e. the beneficiary's unique identifier (for Foreign Payments within SEPA Countries, the beneficiary's account No. in IBAN format is necessary),
- c) BIC - the Beneficiary's Bank code or exact name and complete address of the Bank maintaining the Beneficiary's account,
- d) transfer currency (ISO currency code according to the National Bank of Slovakia and Exchange List),
- e) the sum of transfer including the decimal places (in words, too, if in paper form),
- f) the purpose of payment or message for the Beneficiary, in English,
- g) code of payment of fees, i.e. OUR or SHA or BEN (which party pays the fees of the Payer's Bank/or intermediary banks),
- h) the due date (if it is not indicated, the due date shall be the date of receipt of the Payment Order by the Bank),
- i) the contract rate (if agreed with the Bank),
- j) place and date of Payment Order issuance.

7.2 The Bank shall credit payments if the following conditions are also met:

- a) the payment is credited in the correspondence bank,
- b) the Bank receives a payment direction from the ordering bank by SWIFT.

7.3 Codes of payment of fees for the transfers abroad and in foreign currency to the domestic country:

- a) BEN – the Payer (the Client of the Bank) shall not pay any fees, the Beneficiary shall bear the fees of their bank, which will receive the payment reduced by the fee of the Bank and by other fees of the intermediary banks, if any.
- b) SHA – the Payer (the Client of the Bank) shall bear the fees of the Bank, the Beneficiary shall bear the fees of their bank, which will receive the payment reduced by other fees of the intermediary banks, if any.

- c) OUR – the Payer (the Client of the Bank) shall bear the fees of the Bank, of the Beneficiary's bank and other fees of the intermediary banks, if any. The Beneficiary shall not pay any fees and shall receive the whole amount of the transfer. OUR fees are charged when the Bank processes the Payment Order.

7.4 Codes of payment of fees for the transfers from abroad and in foreign currency from the domestic country:

- a) BEN – the Beneficiary (the Client of the Bank) shall bear the fees of the Bank and receive the payment reduced by the fee of the Payer's bank and by other fees of the intermediary banks, if any. The Payer shall not bear any fees.
- b) SHA – the Beneficiary (the Client of the Bank) shall bear the fees of the Bank and receive the payment reduced by other fees of the intermediary banks, if any.
- c) OUR – the Beneficiary (the Client of the Bank) shall not bear any fees and shall receive the full amount of the transfer, the Payer shall pay the fees of the Bank, the fees of their bank and other fees of the intermediary banks, if any.

7.5 For the transfers to SEPA Countries and in the currencies of SEPA Countries, only the SHA code of payment of fees can be stated. If the Client specifies a different fee reimbursement code, the Bank is entitled to change this code to the SHA fee reimbursement code. If the Client has not selected any of the fee reimbursement code options BEN, OUR or SHA, the Bank is entitled to use the fee reimbursement code SHA implicitly.

7.6 For the transfers to and from SEPA Countries and in the currencies of SEPA Countries, the sum of transfer must not be reduced by the intermediary banks.

7.7 The fees for the payment in favour of a beneficiary's bank that is not located a SEPA Country shall be governed by the valid Schedule of Fees and they can differ from the fees for a payment in favour of a beneficiary's bank to SEPA Countries.

7.8 The Bank shall not be obliged to notify the Client of the accurate amount of the fees to be additionally collected for the OUR type fee for a payment in favour of the beneficiary's bank in another SEPA Country or for a payment in a currency other than the currency of SEPA Countries. An incoming payment received in favour of the Client from the payer's bank located outside the SEPA Countries or an incoming payment in a currency that is not the currency of a SEPA Country may be reduced by the payer's bank or intermediary banks.

7.9 Before executing a payment abroad, the Bank shall be entitled to request from the Payer the submission of the documents confirming the purpose of the payment and the Payer shall be obliged to submit the documents. If the Payer cannot submit the requested documents, the Bank shall be entitled to request from the Payer a written declaration on oath, in which the Payer will state the information explaining the purpose of the payment and the reason for non-submitting the written documents. The Payer shall be obliged to provide the Bank with all other information that the Bank will reasonably request in connection with the foreign rewards debiting the Payer's account. In the case of an incoming payment from abroad, the Bank is entitled to require the Client to submit documents confirming the

- purpose of the payment or an affidavit in which the Client states the purpose of the incoming payment.
- 7.10 The Bank shall execute payments from abroad based on the directions of foreign banks.
- 7.11 For transfers abroad and in a foreign currency within the Slovak Republic, the Bank shall be entitled to determine the way of transfer performance and to use the correspondence relations at their own discretion and selection.

**ARTICLE 8: Periods for Providing Cashless Payment Services**

- 8.1 Periods for submitting Payment Orders and executing SEPA Payments, SEPA Instant payments and Foreign Payments are published by the Bank on the Bank's Web Site and at the Bank's Points of Sale. The said periods are valid unless the Client or the Contract determines a later due date.
- 8.2 The Bank is not responsible for executing payment operations by other payment service providers.
- 8.3 Based on prior agreement with the Client within the framework of the SEPA Payments, the Bank executes express settlement of the Payment Order, when the beneficiary's bank's account is credited with the sum of the transfer on the same day as the Current Account of the Client was debited with this sum. The Payment Order has to be submitted to the Bank no later than by 11.00 a.m. of the Business Day, on which the Client's account is to be debited with the sum, which is the subject of the Payment Order for the Client's Current Account. The above shall not apply if the Payment Order is submitted by the Payer in paper form at the Bank's Point of Sale and if the payment is made in SEPA Instant Payment mode.
- 8.4 If the Client gives the Payment Order to the Bank for the settlement of a Foreign Payment on Business Day after 3.00 p.m., the Bank may determine the next Business Day as the moment of acceptance of such Payment Order and may perform the Payment Order during such next Business Day. The Bank shall have the right as per the previous sentence even when the Payment Order for the settlement of a Foreign Payment handed over by the Client to the Bank after 3.00 p.m. states the day on which the Payment Order is handed over to the Bank as the due date. Even in this case, the Bank is entitled to perform the Payment Order for the settlement of a Foreign Payment on the Business Day following the due date specified in the Payment Order. Crediting the Current Account of the Client with funds shall be carried out by the Bank as soon as possible after the Bank receives the funds and the right to dispose of them. If a payment abroad is concerned, the Current Account of the Client shall be credited with the funds by the Bank within the mentioned period only provided that along with the funds, the Bank has received all the documentation related to the payment from abroad.
- 8.5 If the order from abroad is not completed correctly and completely, the Bank shall be entitled to credit the Current Account of the Client with the payment only once the data from abroad have been specified. The Bank shall not be responsible for any delay or other losses of the beneficiary resulting from poor directions.

- 8.6 The Payer may change/cancel the Payment Order by the end of the Operating Hours of the Bank on the Business Day preceding the date of Payment Order maturity (the date on which the Account is debited with the funds). A Payment Order for a SEPA Payment for a one-off transfer of funds with a due date identical to the date of its submission, cannot be changed or cancelled.

**ARTICLE 9: Cash Payment Services**

- 9.1 The Bank executes cash Transactions in compliance with the Relevant Legal Regulations based on a Client's Instruction. The Bank executes deposits and withdrawals in the EUR currency and in selected foreign currencies according to the actual Exchange List provided at the Bank's Points of Sale and on the Bank's Web Site.
- 9.2 The Bank shall be entitled to specify the maximum and minimum limit for cash Transactions and for the submission of notices of the planned cash Transaction. These facts shall be stated by the Bank at the Bank's Points of Sale.
- 9.3 The Bank is entitled to refuse execution of a cash Transaction even without giving reason.
- 9.4 If the Client does not execute the declared cash Transaction, the Bank is entitled to claim from the Client the actual Costs incurred in the preparation of such cash Transaction.
- 9.5 If cash is deposited or withdrawn in other currency than the currency of the Current Account, for the conversion of funds, the Bank shall use for the conversion of funds the actual exchange rate according to the Exchange List. If cash is deposited, the Bank shall use the exchange rate for foreign currency - purchase, if cash is withdrawn, the Bank shall use the exchange rate for foreign currency - sale. For the conversion of currencies, the Bank shall be entitled to charge fees in compliance with the valid Schedule of Fees.
- 9.6 The Bank pays cash from the Current Account only to the Client or Representative mentioned in the cash voucher after they have proved their identity.
- 9.7 The consent to the performed cash Transaction shall be confirmed by the Client's signature in the cash voucher. After the signing by the Client, no complaint can be filed for the respective Transaction anymore. If the Bank, due to shortage of the requested currency, pays the requested amount in another currency upon agreement with the Client, the Bank shall not charge the Currency Conversion Fee.
- 9.8 The Bank is entitled to stipulate that the Client may execute cash Transactions only with the Bank's prior consent. The Bank may also refuse to execute a cash Transaction without giving any reason.
- 9.9 As part of the Currency Exchange Activity, the Bank purchases and sells funds only in the foreign currencies listed in the current Exchange List.
- 9.10 The Bank does not purchase the bank notes and coins in the currencies not included in the Exchange List, damaged or in preclusion. The Bank will replace the damaged bank notes in EUR only in accordance with the Relevant Legal Regulations. The Bank shall be entitled to withdraw, without refund, bank notes and coins

suspected of being counterfeit upon presentation in accordance with the Relevant Legal Regulations.

## **PART V: Deposit accounts**

### **ARTICLE 1: Deposit Establishment**

1.1 The Bank offers to Clients the establishment of the following types of Deposit Accounts:

- a) Time Deposit Account;
- b) Deposit Account with Notice Period;
- c) other deposit products, which the Bank will offer to the Client after the conclusion of the Contract and whose parameters will be defined in the Overview of Selected Products and Services.

1.2 The Bank shall be entitled to determine a Minimum Deposit Amount. If the amount of funds credited to the Deposit Account does not correspond to the Minimum Deposit Amount defined by the Bank for the particular deposit product, which was the subject of the Instruction, the Bank shall not be obliged to provide the services (in particular the agreed amount of interest paid) for this deposit product until the Business Day following the Business Day, on which this Minimum Deposit Amount was reached.

1.3 The Bank opens Deposit Accounts in the currencies specified by the Bank.

1.4 Deposits in the Bank are protected by the organization Garanční systém finančního trhu (Financial Market Guarantee System).

1.5 The Bank shall establish a Deposit for the Client based on a Client Instruction, which the Client defines the essential details of the Deposit and in accordance with the procedure defined in the following points of this article of the Business Terms and Conditions. The Bank shall open a Deposit Account in the Client's name no later than by the end of the next Business Day after the funds have been credited to the Current Account specified in the Instruction or, otherwise, to the Client's first Current Account or upon conclusion of the Agreement (whichever occurs later).

1.6 The Bank shall establish another Deposit for the Client on the basis of an Instruction. The Deals shall be concluded between the Client and the Bank in the following way:

- a) at the time of Contract conclusion, the Client shall receive the actual Overview of Selected Products and Services containing information about individual deposit products;
- b) before entering into each Deal, the Client shall be obliged to verify from the information available at the Website of the Bank and at the Bank's Points of Sale, whether the Overview of Selected Products and Services have not been updated or changed. If it has been changed, at the time of Deal conclusion, the Client shall be obliged to use the current version of the Overview of Selected Products and Services available at the Website of the Bank and at the Points of Sale of the Bank;
- c) if the Client is interested in concluding a Deal pursuant to the actual Overview of Selected Products and Services, they shall select a deposit product, which will represent the subject of the Deal, and submit an Instruction through (i) Online Banking or (ii) Phone Banking or (iii) in person or (iv) by mail. Subsequently,

the Client shall be obliged to pay in cashless way the funds corresponding to the valid Instruction to their Current Account specified in the Instruction, otherwise to the first opened Current Account of the Client. By the end of the following Business Day after the crediting of the funds to the Current Account specified in the Instruction, otherwise to the first opened Current Account of the Client, the Bank shall open a Deposit Account in the name of the Client.

- d) The Deal is concluded at the moment, when the Client has funds amounting to the Deposit on their Current Account and the Bank shall execute the Instruction so that it shall transfer the funds of the Deposit from the Current Account of the Client to the Deposit Account. The amount of the principal of the Deposit must be equal to or higher than the minimum amount of the Deposit specified in the current Overview of Selected Products and Services. In case of renewal of the existing Client's Deposit, the Deal is concluded at the moment, when the tenure the existing Deposit ends and the Bank shall execute the Instruction by renewing the Deposit for a new tenure.

1.7 The Bank shall be entitled to refuse a Deal, if the amount of funds on the Current Account mentioned in the Instruction, otherwise on the first Client's Current Account opened, is lower than mentioned in the Instruction, and even during the Instruction validity the above Account will not contain sufficient funds for Instruction execution. If on the day specified for Deposit transfer to the Deposit Account, there are not sufficient funds on the Current Account specified in the Instruction, otherwise on the first Client's Current Account opened, the Bank shall repeat the attempt at Deposit transfer to the Deposit Account until the balance on the Current Account reaches the sufficient amount for the Deposit transfer, however, maximum for a period of the following thirty (30) days (i) from the date of establishing the Deposit indicated in the Instruction, or (ii) from the day of receipt of the Instruction by the Bank, provided the date of establishing the Deposit is not indicated in the Instruction. If the balance of the Current Account reaches a sufficient amount for Deposit transfer, the Bank shall transfer the Deposit to the Deposit Account no later than on the following Business Day. If no attempt at Deposit transfer pursuant to the previous sentence is successful, the Bank shall consider the Instruction for Deposit Account establishment non-feasible. If despite that, the Client is interested in the establishment of the Deposit Account, they must submit a new Instruction for the establishment of the Deposit Account.

1.8 The Bank shall be entitled to modify the conditions of individual Deposits by changing the Overview of Selected Products and Services. The Bank shall inform about each change of the Overview of Selected Products and Services at the Website of the Bank and at the Points of Sale of the Bank generally fifteen (15) calendar days before the effective date of such change by publishing a new Overview of Selected Products and Services. The new conditions of the Overview of Selected Products and Services shall not be used for the

Deposits already established or the Deposits, for which Instructions have been submitted before the effective date of the change of the Overview of Selected Products and Services; however, the new conditions of the Overview of Selected Products and Services shall be used for the Deposit Account with Notice Period.

- 1.9 The Bank shall carry out the automatic renewal of the Deposit on the Time Deposit Account under the terms and conditions defined in Clause 3.2, Article 3 of this Part hereof.
- 1.10 The Bank shall confirm the conclusion of the Deal to the Client immediately after its conclusion by sending a Statement of the Deposit Account or other confirmation. The Statement or other confirmation shall include the number of the Deposit Account. If the data included in the Statement or in other confirmation are not, according to the Client, in compliance with the Deal conditions, the Client shall be obliged to notify this fact immediately to the Bank. The Bank shall assess the notice of the Client and compare the conditions of the Deal with the Overview of Selected Products and Services effective at the time of Deal conclusion and the conditions contained in the Statement of the Deposit Account or in other confirmation sent to the Client. If the conditions of the Deal according to the Overview of Selected Products and Services are not identical with the data contained in the Statement of the Deposit Account or in other confirmation, the Bank shall correct the data and send a new Statement of the Deposit Account or other confirmation to the Client.

#### **ARTICLE 2: Interest Paid on Deposit Accounts**

- 2.1 The Bank shall pay interest on the Client's Deposits using the Basic Interest Rate. The interest rate shall be determined according to the Declared Interest Rate valid as at the day of Deposit establishment regardless of the date of Instruction submission. The Client takes note of the fact that the Declared Interest Rate valid on the date of Instruction submission can change and the interest rate stated on the date of the real establishment of the Deposit can be lower or higher than the Declared Interest Rate valid on the day of Instruction submission, in particular with respect to the provisions of Clauses 1.5, 1.6 and 1.7, Article 1 of this Part hereof. The interest rate applicable to a Deposit on a Deposit Account with Notice Period at the time of Deposit opening may not be the same throughout the entire term of the Deposit and the Deposit on a Deposit Account with Notice Period shall bear interest at the Declared Interest Rate applicable to the relevant type of Deposit Account with Notice Period.
- 2.2 The Bank shall pay interest on the Deposit for the period of Deposit duration using the Basic Interest Rate on condition of the observance of Deposit conditions. The basic interest shall be considered income from capital assets in accordance with Article 7 of the Income Tax Act. The basic interest shall be the subject of the withholding tax pursuant to Article 43 of the Income Tax Act.
- 2.3 The period of Deposit duration shall be calculated from the date of Deposit crediting to the Deposit Account and it shall end on the last day of the Deposit tenure. During

the Deposit tenure, the Client shall let the use of the funds corresponding to the respective Deposit to the Bank. If the last day of the Deposit tenure falls on the day that is not a Business Day, the Bank shall pay the Deposit on the very next Business Day and for that period, interest shall be paid on the funds.

- 2.4 In the algorithm for daily interest calculation, the year shall mean three hundred sixty-five (365) days. The date of start of interest payment is identical with the day when the Deposit Account was credited with the funds. The date of end of interest payment is identical with the day preceding the Deposit Account debiting with the funds.
- 2.5 The interest received after the deduction of the respective tax and any other Fees according to the Schedule of Fees shall represent a net interest yield, which belongs to the Deposit as an attribution.
- 2.6 The Bank undertakes to inform the Client about the state and activities on the Deposit Account by producing a Statement.

#### **ARTICLE 3: Time Deposit Account**

- 3.1 The Bank shall establish for the Client a Time Deposit Account at the suggestion of the Client at any time during the Contract term in the way specified in Article 1 of this part hereof.
- 3.2 On the date of Deposit and attribution maturity, the Bank shall automatically renew the Deposit for the same Deposit tenure as the ending Deposit, if this has been agreed with the Client at least two (2) business days prior to the maturity date of the Deposit and if the Bank offers the same tenure at the maturity of the Deposit. If the Bank does not offer the same tenure at the maturity as the tenure agreed with the Client at the time of Deposit opening, the Deposit shall not be automatically renewed and the procedure under Clause 5.1, Article 5 of this Part hereof shall be applied. If the Client does not wish automatic Deposit renewal, they can ask the Bank to cancel the automatic Deposit renewal, however, at the latest two (2) Business Days before expiration of the Deposit tenure.

#### **ARTICLE 4: Deposit Account with Notice Period**

- 4.1 The Bank shall establish for the Client a Deposit Account with Notice Period at the suggestion of the Client whenever during the Contract term in the way specified in Article 1 of this part hereof. The Bank shall establish Deposit Accounts with Notice Period under the same conditions and in the same way as Time Deposit Accounts. Therefore, the mutual rights and duties of the Bank and the Client shall be governed by this Part hereof unless otherwise stated by this Article.
- 4.2 Funds can be deposited to the Deposit Account with Notice Period by paying the money directly to the Deposit Account with Notice Period. The amount of funds on the Deposit Account with Notice Period cannot be increased after submitting a notice for the whole amount of funds on the Deposit Account with Notice Period.
- 4.3 The Client shall be entitled to dispose of the funds deposited on the Deposit Account with Notice Period after submitting a notice and after the expiry of the

agreed notice period. The notice period is defined in the Overview of Selected Products and Services.

- 4.4 The Bank shall be entitled to submit a written notice at any time without giving reasons. Client may only submit notice using one of the following methods:
- personally at the Bank's Point of Sale;
  - by means of OnlineBanking;
  - by means of Phone Banking;
  - in written form with Identity Verification of the Client.
- 4.5 The Overview of Selected Products and Services may stipulate that for a certain period since the day of establishment of the Deposit Account with Notice Period, the Deposit Account with Notice Period cannot be terminated by the Client or that the notice will come into effect only after the specified date. The notice shall come into effect upon the expiry of the notice period mentioned in the Contract or in the Instruction, which starts on the date of delivery of the notice to the other Contracting Party unless the Client specifies a later date of the beginning of the notice period when submitting the notice. If the last day of the notice period falls on Saturday, Sunday or rest day or public holiday, the notice period shall expire on the next Business Day. After the expiry of the notice period, the Client shall be entitled to dispose of their funds. In submitting the notice, the Client shall be entitled to select one of the following options:
- to terminate the Deposit Account with Notice Period for a part of the funds while maintaining their Minimum Deposit Amount and for the rest part of the funds of the Deposit Account with Notice Period the deposit relation shall persist; in such case, the Client shall be paid a part of the Deposit principal, for which the notice was submitted but the interest yield shall remain on the Deposit Account or
  - to terminate the Deposit Account with Notice Period for the whole amount of funds; after the expiry of the notice period the amount of funds on the Deposit Account with Notice Period shall be paid to the Current Account of the Client, unless otherwise implied by the Contract, Business Terms and Conditions or Instruction, including the attribution. A Deposit Account with a notice period shall terminate upon expiry of the notice period.
- 4.6 If the amount of the funds on the Deposit Account with Notice Period drops below the value of the Minimum Deposit Amount, no interest shall be paid on the Deposit Account with Notice Period and the Bank shall be entitled to terminate the Deposit Account with Notice Period with immediate effect.. The notice shall come into effect on the date of delivery to the Client.

#### **ARTICLE 5: Deposit Termination**

- 5.1 If the Client has not chosen or the Client has cancelled the automatic renewal of the Deposit or for the respective type of the deposit product the automatic renewal of the Deposit is not applied (e.g. Deposit Accounts with Notice Period), the Bank shall terminate the Deposit and the Deposit account on the date of maturity of the Deposit and attribution. The date of maturity of the Deposit and attribution is the last day of Deposit's period of duration. If a Credit Payment Card

has been issued to the Deposit, the Bank shall terminate the Deposit no later than on the second Business Day after the date of maturity of the Deposit. No later than on the very next Business Day after the expiry of the Deposit period of duration, the Bank shall pay the Deposit and attribution in compliance with the Contract or with the Instruction. The Deposit shall be settled to the Current Account specified in the Instruction, otherwise, to the first established Current Account of the Client kept by the Bank in accordance with the Contract unless the Bank and the Client agree expressly otherwise.

- 5.2 In exceptional cases, the Deposit can be terminated on the basis of an application of the Client by agreement between the Bank and the Client; the Client shall not be entitled/have the right to premature termination of the Deposit. The Bank reserves the right to refuse accepting the application even without giving reasons. The Bank may condition their consent to a premature termination of the Deposit by paying a financial amount (individual monetary payment comprising, in particular, extraordinary costs and expenditures of the Bank used and connected with the process of early termination of the Deposit and early pay out of the Deposit), whose amount shall be individually agreed with the Client. The Bank will confirm the premature termination of the Deposit in writing. Any other comments of the Bank on the application of the Client for a premature termination of the Deposit must not be interpreted in any way as the consent of the Bank with the premature termination of the Deposit. The premature termination of the Deposit shall cause the end of existence of the Client's title to the interest (Basic Interest Rate) as well as preferential interest for the whole period of duration of the Deposit, unless otherwise agreed by the Bank and the Client.
- 5.3 The Deposit can be transferred to a third person in exceptional cases on the basis of a written application of the Client with the Bank's consent. The Bank reserves the right to refuse accepting the application even without giving reasons. If the Bank grants consent with the Deposit's transfer to a third party, a written agreement shall be concluded between the Client, the Bank and third person regarding the Deposit's transfer to the third party.

#### **PART VI: Investment Services**

##### **ARTICLE 1: Provision of Investment Services**

- 1.1 In connection with the provision of Investment Services, the Bank shall categorise the Client in accordance with the Securities Act and assign the Client to one of the following categories:
- non-professional client,
  - professional client,
  - authorised counterparty;
- If the conditions in accordance with the Securities Act are met, the Client may ask the Bank for the assignment to other category.
- 1.2 In trading Financial Instruments, the Client shall not be entitled to utilise the so-called internal information and manipulate the market in accordance with the Securities Act. In case of a reasonable suspicion, the Bank shall warn the Client of this fact and the Client shall be

obliged to submit an explanation to the Bank. In case of insufficient explanation, the Bank shall be entitled to refuse the execution of the Instruction and it shall inform the Client about it.

1.3 The Bank shall warn the Client that the provision of Investment Services is connected particularly with the following risks:

- a) The Financial Instruments and/or Investment Services need not be suitable for every investor and if the Client is not familiarised with the Financial Instrument and/or Investment Service in detail, they should properly reassess the Instruction for the Investment Service,
- b) The Financial Instruments entail credit risk of the issuer, which means the risk of issuer's bankruptcy, when the Financial Instruments issued by the issuer will be considerably devaluated or become worthless. In such case the investor must take into account that they can lose the capital invested in these Financial Instruments. The decreased rating of the issuer can also negatively affect the value of the Financial Instruments,
- c) Investing in the Financial Instruments is in general connected with certain risks resulting in particular from the nature of the particular Financial Instrument and also from the legal regulations and customs of the respective capital market or state,
- d) The Fees and other costs connected with Deals adversely affect the result of investing. The Client must pay the fees even in case that the Deal results in a Client's financial loss,
- e) Exchange rates, prices, yields, return, profit-cost ratio or other parameters achieved by individual Financial Instruments in the past shall in no case serve as an indicator or guarantee of future exchange rates, prices, yields, return, profit-cost ratio or other parameter of the Financial Instruments, which are/can be the subject of the Instruction of the Client. These indicators can change over time,
- f) The value of Financial Instruments denominated in foreign currencies changes according to the exchange rates, which can have both positive and negative impact on the value of Financial Instruments or yields produced by them in foreign currencies or on other indicators,
- g) The availability or saleability of Financial Instruments may differ, for that reason it can be difficult to purchase or sell a certain Financial Instrument in compliance with the Instruction's indicators,
- h) The value of the Financial Instruments at the time of Instruction submission and at the time of fulfilment of the conditions for performing it can change, the purchase and sale of Financial Instruments is executed for their price at the time of Instruction execution.

1.4 Closer information about the provided Investment Services, the Financial Instruments related to the Investment Service, about the risks connected with the respective Investment Service or Financial Instrument, and further information about their provision is available at the Website of the Bank or at Bank's Points of Sale.

1.5 On the website of the Bank, the Bank can publish information containing investment recommendations, analyses of investment opportunities or opinions regarding the selected Financial Instruments. The Bank

warns the Client that such information has general character and is not individualised for the needs of the Client; thus, they do not take into account the expertise and experience of individual clients in the area of investments or their financial background or investment objectives. In providing such information, the Bank observes the conditions set by the Relevant Legal Regulations for fair and professional presentation of the investment recommendations, however, for the above mentioned reason, in preparing it does not proceed according to the rules for the area of the individualised investment consulting. The success in case of use of the information according to this Clause of the Business Terms and Conditions is not guaranteed. The Bank is not responsible for possible losses caused by using it, either. In this connection, the Bank warns the Client that the investment decisions of the Client shall always represent the decision of the Client and the Client shall be fully responsible for them.

1.6 In accordance with the relevant Legal Regulations, the Bank is obliged to prepare recordings concerning Bank's provision of Investment Services to the Client, including the recordings of phone calls, and take care of the archiving of such recordings during the period of five year or also for a longer period, should the Bank have such obligations under the Relevant Legal Regulations or based on the decision of the competent public authorities. At Client's request, the Bank shall provide copies of such recordings to the Client. If the Bank incurs costs due to provision of copies of such records, the Bank may seek the compensation thereof from the Client.

1.7 If the Client submits on Client's own initiative an Instruction relating to some basic Financial Instruments, the Bank is not obliged to identify and evaluate information about the client's knowledge and experience in the field of investments.

## **ARTICLE 2: Instruction**

2.1 The Instruction means a request of the Client for the provision of an Investment Service, in particular for the purchase and/or repeated purchase (regular investment), sale or settlement of the purchase or sale of a Financial Instrument, performance of Custodianship accepted by the Bank with the objective of performing it or assigning it to a third party for performance for the account of the Client. The Instruction for regular investment shall mean a set of Instructions repeated on a regular basis exclusively for the purchase of securities expressly defined for that purpose in the Overview of Selected Products and Services. Prior to submission of the Instruction, the Client shall receive summary information about the fees and costs connected with execution of such Instruction and, further, the information about any commissions and nonfinancial incentives the Bank receives in this context from third parties. If so requested by the Client, the Bank shall provide more detailed specification of such fees, costs and incentives.

2.2 The Bank shall execute the Instructions with the objective to achieve the best possible result for the Client, taking into account in particular the price, costs,

- speed and probability of Instruction execution, settlement of the Deal, size of the Instruction and its character and any other criteria, which are, at Bank's discretion, relevant for the achievement of the best possible result and are in compliance with the Strategy of Instructions Performance.
- 2.3 The Bank shall not be entitled to deviate from the Instruction of the Client unless it is necessary in the interest of the Client when the Bank cannot obtain the Client's consent in time.
- 2.4 If the Client submits a particular request regarding the Instruction or its specific character, the Bank shall be obliged to execute the Instruction and such acting shall be considered the fulfilment of the duty to obtain the best possible result for the Client. A particular request of the Client can prevent the Bank from proceeding in compliance with the Strategy of Instructions Performance, i.e. in compliance with the objective to achieve the best possible result in performing the Instruction.
- 2.5 Unless otherwise specified by the Contract, the Instructions are delivered to the Bank:
- a) in person – the Instructions submitted in the specified forms, in particular at the Bank's Points of Sale, or taken over by an employee of the Bank out of the Bank's Point of Sale;
  - b) by phone – through Phone Banking using the allocated Security Components,
  - c) through Online Banking using the allocated Security Components.
- 2.6 The Bank shall be delivered the Instructions in the way specified in Clause 2.5 of this Article of the Business Terms and Conditions in the usual time interval for the delivery of Instructions, generally from 9.00 a.m. to 5.00 p.m. on Business Days.
- 2.7 If the Instruction is delivered to the Bank on other than Business Day, it shall be considered delivered to the Bank on the very next Business Day. Unless otherwise implied by the nature of the Instruction or the Instruction does not specify the period of validity of the Instruction, the Instruction shall be valid for three (3) Business Days from the date of delivery to the Bank. The Instruction for the purchase of fund's securities shall be valid for ninety (90) days from Bank's acceptance of the Instruction. The period of validity of an Instruction may be no longer than one year, unless the nature of the Instruction or the nature of the Financial Instrument suggests otherwise. The above also applies if the Client specifies in the Instruction that it is to be valid until cancellation. In the event that the end of the period of validity of an Instruction should fall on a day which is not a Business Day, the last day of validity of the Instruction shall be deemed to be the last Business Day prior to that day. This does not apply if the effective date of the Instruction is the date on which the Instruction is placed. In this case, unless the day of placing the Instruction or the day of validity of the Instruction is also a Business Day, the Bank will not execute the Instruction. The Instruction for regular investment is valid during the period specified in the Instruction for regular investment.
- 2.8 The Instruction must contain the details specified by the Contract, the Business Terms and Conditions and Relevant Legal Regulations. If the Instruction does contain the details under the previous sentence and the Bank does not find any reasons for refusal thereof, the Bank shall accept it at the latest by the end of the following Business Day or upon its delivery to the Bank, or within the period specified in the Operating Day Schedule; for the avoidance of doubt, it should be noticed that the Bank is entitled to evaluate the fulfilment of conditions for the acceptance of the Instruction any time within the said period. In the Instruction, the Client shall be entitled to specify the beginning of the period for acceptance of the Instruction by the Bank, if such day is a Business Day and follows the day of real delivery of the Instruction to the Bank (for the avoidance of doubt, if the day so specified by the Client does not meet the above criteria, the Bank shall not take into account the selection of the Client and it shall follow the other provisions of the Business Terms and Conditions); in this case the period for the assessment, whether the Instruction will be accepted or refused, shall start for the Bank at 00.00 of such day mentioned in the Instruction and expire upon the expiry of the very next Business Day after the mentioned day, or immediately following period set out in the Operating Day Schedule and the Bank shall be entitled to assess the fulfilment of the conditions for Instruction acceptance whenever during the above period; in this case the time validity of the Instruction shall not expire earlier than at the end of the Business Day following the expiry of the period for the acceptance of the Instruction by the Bank. If reasons are given pursuant to the Business Terms and Conditions, the Bank shall refuse the Instruction and send the notice of refusal of the Instruction to the Client, as a rule within three Business Days from the delivery of the Instruction to the Bank or from the expiry of the period for its acceptance if the Client has determined the beginning of the period according to the previous sentence.
- 2.9 If the Instruction is valid and accepted by the Bank, the Bank shall execute it. For the execution of the Instruction, all the conditions set by the Contract, the Business Terms and Conditions, Relevant Legal Regulations, as well as the objective conditions resulting from the nature and content of the Instruction (in particular the market conditions) must be met. The conditions of execution of the Instruction also include sufficient funds on the Account for Settlement for the execution of the Instruction, at least in the amount of the value of the Instruction defined as at the last day of possible acceptance of the Instruction by the Bank in accordance with these Business Terms and Conditions, continuously from the moment, when the Bank could first accept the Instruction, for the whole period of validity of the Instruction. The Bank shall execute the Instruction after the fulfilment of all the conditions for its execution (including the objective market condition), generally no later than on the next Business Day after the fulfilment of all conditions for the performance of the Instruction. All the conditions for performance of

the Instruction must be met no later than on the last day of validity of the Instruction.

2.10 If the Instruction is delivered to the Bank through Internet Banking, specifying the Current Account as the account for settlement, its time validity shall be limited to the Business Day, on which it is delivered to the Bank. If the Bank accepts the Instruction and does not refuse it and if at the moment of acceptance, the Account for Settlement contains the funds for the execution of the Instruction, at least up to the amount of the value of the Instruction, and, at the same time, the other objective conditions for the execution of the Instruction (in particular the market conditions) are met, the Bank shall execute the Instruction on the Business Day of Instruction delivery. The Bank can refuse an Instruction delivered to the Bank on a day that is not a Business Day.

2.11 The Bank shall not be responsible for the non-execution of the Instruction if the conditions for its execution are not met objectively. If the performance of the Instruction is not successful, the Bank shall inform the Client of such event. The Bank shall not be held liable for damages incurred by the Client from non-execution or non-assignment of the Instruction which:

- a) fails to meet the conditions set forth by the Business Terms and Conditions; or
- b) cannot be executed for objective reasons; or
- c) is in conflict with the Relevant Legal Regulations.

2.12 The required details of the Instruction:

- a) obligatory data – name, surname, permanent address and personal no. of the Client – natural person, if the personal No. has not been assigned to the Client – natural person, the date of birth shall be stated; business name, registered office (place of business, Comp. ID No. of the Client – legal entity;
- b) obligatory data – name and surname of the Representative submitting the Instruction to the Bank, if it is not submitted by the Client;
- c) obligatory data – whether the purchase or sale of Financial instruments or the provision of other service represents the object of procurement;
- d) non-obligatory data – business name of the issuer of the Financial Instruments or the name of the Financial Instrument;
- e) obligatory data – the quantity (number of pieces or other determination of quantity), and ISIN of the Financial Instruments, if allocated;
- f) obligatory data – the price limit, i.e. the maximum/minimum purchase price, for which the Bank shall be obliged to purchase/sell the Financial Instruments, the binding price for which the Bank is exclusively authorised to purchase/sell the Financial Instruments. If the maximum purchase price has not been set, the Instruction must define the limit of the funds, i.e. the maximum amount of funds, which the Bank is entitled to use to pay the purchase price for the Financial Instruments, for the avoidance of doubts the value of the price limit means the value including the respective fees;
- g) obligatory data – time limit, i.e. the maximum time, during which the Bank shall be obliged to purchase/sell the Financial Instruments;

h) non-obligatory data – designation of the market, on which the Bank is to purchase sell the Financial Instruments or the determination that the Bank shall be entitled to procure the purchase or sale with the prospect specified in advance (place of performance); in such case, the Client shall be obliged to state identification data of the prospect to a necessary scope; if the Instruction does not contain the determination of the place of performance, the Bank shall have the right to execute the Instruction in the place of performance with the highest probability of achievement of the best result in accordance with the Strategy of Instructions Performance;

i) non-obligatory data – determination whether the Bank is also entitled to fulfil the Instruction partially or it is obliged to purchase/sell only the full number of pieces of the Financial Instruments specified in the Instruction; if the Instruction does not contain such determination, it is understood that the Client shall agree with a partial execution of the Instruction;

j) obligatory data – specification of the Account for Settlement from which the Instruction is to be executed – designation of the Trading Account or Current Account from which the funds are to be used to execute the Instruction;

k) obligatory data – date and time of Instruction submission;

l) non-obligatory data – specification of the Investment Portfolio, in which the purchased Financial Instrument is to be registered. If the Client does not determine it, the Bank shall select the Investment Portfolio at its own discretion;

m) obligatory data – own signature of the person authorised to give Instructions to the Bank; the Bank may require that the Instruction must contain the officially certified signature of the person authorised to give Instructions to the Bank and/or Identity Verification of the person authorised to give Instructions to the Bank before an employee of the Bank. When submitting an Instruction through Phone Banking or through Online Banking the assigned Security Components have to be used instead of the signature.

n) special required details of the Instruction for regular investment:

i) obligatory data – duration of the Instruction for regular investment;

ii) obligatory data – date of performance of the Instruction for regular investment in given calendar month during validity of the Instruction for regular investment; for the purposes of the Business Terms and Conditions, this day shall mean the day of delivery of the Instruction or multiple Instructions in accordance with the following sub-clause iii);

iii) obligatory data – list of Financial Instruments and order of their performance (in the event of multiple Financial Instruments, the Bank considers the Instruction for regular investment to be a series of separate Instructions for purchase of securities based on the order specified in the Instruction for regular investment);

iv) obligatory data – frequency of repeating regular investment (does not apply in the case of

- Instructions delivered to the Bank via Internet Banking).
- 2.13 In the event that the Instruction is given through Online Banking, instead of the data under Clause 2.12 e) and f) of this Article hereof, the Client has to provide as the obligatory data – the limit (volume) of funds, i.e. the maximum amount of funds, which the Bank is entitled to use to pay the purchase price for the Financial Instruments; for the avoidance of doubts, the value of the price limit means the value including the respective fees. When entering the Instruction through Online Banking, the Client shall not provide the entry under Clause 2.12 k) of this Article hereof, since this is automatically allocated to the Instruction.
- 2.14 The Instruction regarding the fund's securities are, in addition to the details in Clause 2.12 Letters a), b), e), g) h), i), j), k), l), m) of this Article hereof, also:
- a) obligatory data – the date whether the subject of procurement is the purchase (issue), sale (repurchase), transition; the transition means the sale of securities of a certain fund/sub-fund and the concurrent purchase in the same amount of funds (after deducting the respective fee) of securities of other fund/sub-fund, provided that the statute (prospect) of the fund/sub-fund allows that;
  - b) obligatory data – the number of pieces of fund's securities (in case of sale or transition) or the amount of funds determined for the purchase of fund's securities (for purchase); if instead of the number of pieces, for the sale or transition of a certain fund's security is stated "all", it shall mean that the Client gives Instruction for the sale/transition of all pieces of the securities, which are registered by the Bank with the Depository in the name of the Client; if the amount of funds is specified for the purchase of fund's securities, the respective fund's securities shall be purchased for the Client for the specified sum reduced by the respective fee of the Bank and by any costs of the Bank connected with the execution of the Deal;
- 2.15 The Client shall be obliged to provide the Bank with the reasonably requested collaboration needed for proper fulfilment of the Instruction.
- 2.16 The Client shall be obliged to issue for the Bank the necessary written Power of Attorney in time, if the fulfilment of the Instruction requires the execution of legal acts on behalf of the Client and the Bank has asked the Client for the issuance of the Power of Attorney.
- 2.17 If the Bank accepts the Instruction of the Client for the procurement of purchase of Financial Instruments and the Client does not have sufficient funds on the Account for Settlement, the Bank shall be entitled to refuse such Instruction. In such case, the Client shall bear the costs connected with the impossibility to execute the Instruction in compliance with the Schedule of Fees unless otherwise agreed by the Contracting Parties.
- 2.18 If the Bank is delivered the Instruction of the Client for the procurement of sale of Financial Instruments and the Client does not hold sufficient Financial Instruments in the Investment Portfolio, the Bank shall be authorised to refuse such Instruction. The Bank shall be entitled, in case of the consent of the Client to a partial execution of the Instruction, at their own discretion, to determine the way of execution of the Instruction, to perform it only within a limited scope, or to not perform the Instruction at all. In such case, the Client shall bear the costs connected with the impossibility to execute the Instruction in compliance with the Schedule of Fees unless otherwise agreed by the Contracting Parties.
- 2.19 The Bank does not perform partial settlement of Instruction in accordance with the CSDR Regulation. The Client is required to pay all penalties imposed under the CSDR Regulation, except when the penalties were caused by the Bank.
- 2.20 The Instructions for the purchase and/or sale of the Financial Instruments shall be executed with Financial Settlement unless otherwise specified in the Instruction.
- 2.21 If the Bank acquires a suspicion that as a consequence of the provision of an Investment Service based on the Instruction, a market manipulation may occur, they shall warn the Client, ask the Client for an explanation of the purpose of the Instruction or it shall propose other way, how to achieve the same purpose, which will not disturb the transparency of the capital market; if despite the Client's explanation, the Bank has a reasonable suspicion that by providing the Investment Service on the basis of the Instruction, the transparency of the capital market can be disturbed, they shall not execute the Instruction.
- 2.22 Any change or cancellation of the already accepted Instruction is admissible only in the case that irrevocable steps have not been performed yet by the Bank, leading to the execution of the Instruction; if the change or cancellation of the Instruction are admissible, the Bank shall perform the change or cancellation, mark the reason for the change or cancellation in the Instruction and inform the Client about it without undue delay; in case that the change or cancellation of the Instruction are not admissible, the Bank shall mark in the Instruction the reason and inform the Client about it without undue delay.
- 2.23 The Client shall carry out a change of the Instruction by delivering a new Instruction with the changed details using the Bank's form intended for it. The Client shall carry out the cancellation of the Instruction by delivery of a notice of Instruction cancellation to the Bank. This is without prejudice to the provisions of the previous Clause.
- 2.24 The Client shall be obliged to reimburse to the Bank all the costs incurred by it as a consequence or in connection with the change or cancellation of the Instruction, in compliance with the Schedule of Fees unless otherwise agreed by the Contracting Parties. The change or cancellation of the Instruction shall not affect any purchase contract already concluded, whose subject matter is the purchase/sale of the Financial Instruments, to which the Instruction before its change or cancellation was related.
- 2.25 The Bank shall be entitled to use for the fulfilment of the Instruction a third person, in compliance with the Relevant Legal Regulations.
- 2.26 The Bank must not abuse information about the non-executed Instructions of the Client, or other information non-accessible to the public that was obtained in connection with the performance of the subject-matter

- of the Contract in executing other investment or credit deals.
- 2.27 After executing every Instruction, the Bank shall send to the Client a notice regarding the performance of the Instruction in compliance with the Securities Act. The notice shall be sent no later than on the first Business Day after the execution of the Instruction or if the confirmation was received by the Bank from a contracting partner of the Bank, no later than on the first Business Day after receiving the confirmation from a contracting partner of the Bank (hereinafter the **"Confirmation of Executed Deals"**);
- 2.28 If the Instruction is executed in parts, after a partial execution of the Instruction, the Bank shall send a continuous Confirmation of Executed Deals to the Client.
- 2.29 The Bank shall be obliged to inform the Client about the delay in the settlement of the Deal and about its reasons.
- 2.30 At the Client's request, the Bank is obliged to inform the Client about the status of their Instruction.
- 2.31 The Bank shall be obliged to inform the Client about any serious obstacles regarding the proper execution of the Instruction, about the circumstances which can affect the change of the Instruction or its suitability, as well as the possibility of occurrence of other than contractual obligations.
- 2.32 At the request of the Client, the Bank shall be obliged to prove that they have executed the Instruction in compliance with the Strategy of Instructions Performance. This shall not affect the provision of Clause 2.4 of this Article hereof.
- 2.33 The Bank shall be entitled to fulfil the Client's request and to inform them about the actual or last price (exchange rate) of the Financial Instrument on the regulated or out of the regulated markets.
- 2.34 If individual provisions of Article 2, Part VI. of these Business Terms and Conditions cannot be applied to the Instruction in connection with the provision of Investment Services, the provisions of Article 2, Part II. of these Business Terms and Conditions shall be applied accordingly to the Instruction.
- 2.35 The Client may set the Bank to automatically transfer funds from the Trading Account to the Authorized Account for the Client on each Business Day. In this way, the Bank will transfer any funds in that currency that are not linked to a Transaction in a Financial Instrument or to any other obligation of the Client under or related to the Contract.
- 2.36 The Bank is entitled to set up an automatic transfer of funds from the Trading Account to the Authorized Account without the Client's request/Instruction. The Bank shall set up an automatic transfer of funds from the Trading Account to the Authorized Account on all Investment Portfolios that have replaced Investment Accounts established until 18 June 2023, except in the case where the Client has established several Current Accounts in the same currency.
- 2.37 The Bank shall automatically transfer funds from the Trading Account to the Authorized Account generally latest at 10:00 a.m. on the Business Day following the day on which the funds were credited to the Trading Account.
- 2.38 The Bank is entitled to cancel the automatic transfer of funds from the Trading Account to the Authorized Account on the basis of the Client's request/Instruction or on the basis of the Bank's decision.
- 2.39 In case an unauthorized debit balance arises on the Trading Account, the Bank is entitled to settle it by collection from any of the Client's Current Accounts in the given currency, even if this results in an unauthorized debit balance on that Current Account.

### **ARTICLE 3: Instruction Refusal**

- 3.1 The Bank shall be entitled to refuse the execution of the Instruction in particular if:
- a) The Instruction was not delivered to the Bank in time in accordance to the Business Terms and Conditions and the Operating Day Schedule;
  - b) the Instruction contains incorrect or incomplete data;
  - c) the Instruction does not contain unambiguous setting;
  - d) according to a reasonable opinion of the Bank, the Instruction is not definite, comprehensible or complete;
  - e) the Instruction is not submitted in the form specified by the Bank;
  - f) the Instruction is not delivered to the Bank in one of the ways mentioned in Clause 2.5, Article 2, this Part hereof;
  - g) the Bank has a suspicion that the Instruction is submitted by an unauthorised person;
  - h) the Instruction is in conflict with the internal regulations of the Bank;
  - i) by its purpose and content, the Instruction contradicts the Relevant Legal Regulations or the fulfilment thereof could cause violation of the Relevant Legal Regulations or it does circumvent the Relevant Legal Regulations;
  - j) the purpose and content of the Instruction is in conflict with the laws of the respective market or business conditions valid for the respective market of foreign financial tools, or it evades them;
  - k) the fulfilment of the Instruction could cause market manipulation;
  - l) the fulfilment of the Instruction could cause conflict of interest;
  - m) the Client has refused to provide the Bank with all or some of the information required by the Bank in compliance with Clauses 1.19 to 1.20, Article 1, Part II. of these Business Terms and Conditions;
  - n) at the time decisive for the Instruction acceptance, the Client did not have sufficient funds for its execution on the Account for Settlement; this shall not affect the title of the Bank to proceed pursuant to Clauses 4.3, Article 4 and Clause 5.2, Article 5 of this Part hereof;
  - o) Mainly in compliance with Clauses 2.15, 2.16, 2.17, 2.18 or 2.19, Article 2 of this Part hereof, the Bank came to the conclusion that it is not possible to execute the Instruction;
- 3.2 The Bank shall also be entitled to refuse the execution of the Instruction in case that the Client, in connection with the delivery of the Instruction, violated a certain duty or acted in conflict with a certain provision of the Contract or of the Business Terms and Conditions.
- 3.3 The refusal of Instruction performance shall be advised by the Bank to the Client by way of Online Banking

generally within three (3) Business Days from the delivery of the Instruction to the Bank. In the event that the Client does not have Online Banking, the Bank shall inform the Client of refusal of the Instruction in a different appropriate manner in accordance with Article 1, Part III of the Business Terms and Conditions.

#### ARTICLE 4: The Instruction for the Purchase of Financial Instruments

4.1 Based on the delivered Instruction for purchase of Financial Instruments, the Bank shall arrange in their own name and for the account of the Client the purchase of Financial Instruments.

4.2 If the Client gives the Bank an Instruction for the purchase of Financial Instruments, no later than at the time decisive for the acceptance of this Instruction (unless otherwise agreed in the Contract or in the Business Terms and Conditions or in the Instruction) they shall be obliged to have funds on the Account for Settlement determined for:

- a) the payment of the purchase price of the Financial Instruments so that the Bank can arrange the property Settlement with the Financial Settlement; and
- b) the payment of Fees and total preliminary costs spent on the purchase of the Financial Instruments in compliance with the valid Schedule of Fees;(a) and b) hereinafter jointly as the “**Value of the Instruction for Purchase**“)

The Value of Instruction for Purchase shall be specified by the Bank.

If the Client has designated the Current Account as the Account for Settlement, on the date of the Instruction acceptance, the Bank shall debit from this account an amount equal to the Value of the Instruction for Purchase and credit it to the Trading Account, where it shall be subsequently blocked until it is debited and used in accordance with the Instruction.

If the Client has designated the Trading Account as the Account for Settlement, on the day of Instruction acceptance, the Bank shall block the sum amounting to the Value of the Instruction for Purchase on the Trading Account and subsequently it shall debit the sum and use it in compliance with the Instruction.

4.3 If in the case of the Instruction for purchase of Financial Instruments, at the time decisive for the Instruction acceptance and settlement, the Client does not have sufficient funds on their Account for Settlement, at their own discretion the Bank shall be entitled to:

- a) Execute the Instruction, even if this creates an unauthorized debit balance on the Account for Settlement. In the event that an unauthorized debit balance arises on the Trading Account, the Bank shall immediately settle it by direct debit from any of the Client's Current Accounts, even if this results in an unauthorized debit balance on that Current Account;
- b) Execute the Instruction in whole only after crediting the Value of the Instruction for Purchase to the Account for Settlement provided that this happens within the period of validity of the Instruction;
- c) Execute the Instruction partially, if the Client agrees with partial execution of the Instruction;

- d) Execute only some of several submitted Instructions, according to the rule of time priority;
- e) Not to execute the Instruction;
- f) Reject the Instruction.

4.4 If the Instruction for purchase of Financial Instruments contains as data the limit of funds, the Bank shall be always entitled to perform the Instruction even partially.

4.5 If the Client delivers an Instruction to the Bank for the procurement of purchase of a note, the procurement of a note shall mean the payment of its purchase price by the Client and takeover of the properly issued note from the issuer. The Client shall be aware that:

- a) the condition for the execution of the Instruction for the procurement of note purchase is the acceptance of the respective issue conditions of the selected Note Programme;
- b) the delivery of the Instruction to the Bank for note purchase will not create a legal title of the Client that the issuer mentioned in the Instruction of the Client will issue, in favour of the Client, a note under the conditions set by the Client in the Instruction delivered to the Bank;
- c) the Bank shall not be obliged to execute the Instruction of the Client if the Client mentions in the Instruction as the issuer other person than the one provided with services by the Bank in connection with their Note Programme.

4.6 The Bank can (is not obliged) fulfil their commitment towards the Client also by selling to the Client a Financial Instrument from their property.

4.7 The Bank shall be entitled to block a sum amounting to the Value of the Instruction for Purchase on the Trading Account until the moment of Property Settlement and Financial Settlement.

4.8 The Financial Instruments, the purchase of which is procured by the Bank for the Client, shall pass into the Client's ownership, for the certificated Financial Instruments, on the day of performance of endorsement to the order of the Client, if requested, and by handing them over to the Bank or registering in the Property Account or Holder's Account (if also the Instruction for Custodianship performance was given) for the dematerialised Financial Instruments. The Bank shall be obliged to hand over the obtained certificated Financial Instruments to the Client without undue delay and at the same time, to perform all the legal acts that are necessary so that the certificated financial Instruments become Client's property in accordance with the Securities Act. The Client and the Bank shall be obliged to produce an acceptance certificate of the hand-over and take-over of the certificated Financial Instruments.

4.9 The Contract for the transfer of an inscribed certificated Financial Instrument must have a written form.

4.10 If the Client fails to pick up the certificated Financial Instruments from the Bank without undue delay or if the Bank and the Client, in a particular case, agree upon the custody of the certificated Financial Instruments in the Bank, the Client shall be obliged to pay the Bank the Fee for custody according to the valid Schedule of Fees.

- 4.11 The transfer of Dematerialised Domestic Financial Instruments shall take place at the moment of Transfer Registration at CDCP SR.
- 4.12 In the case of purchase of Dematerialised Domestic Financial Instruments on the regulated market, the regulated market organiser shall ensure the Transfer registration at CDCP SR; in the case of purchase of Dematerialised Domestic Financial Instruments out of the regulated market, the Bank shall ensure the Transfer registration at CDCP SR.
- 4.13 The transfer of Dematerialised Foreign Financial Instruments shall take place at the moment of Transfer registration with the Depository of the Bank that keeps the register of the respective dematerialised Foreign Financial Instruments.
- 4.14 Instruction for the purchase of Financial Instruments – the regular Investment**
- a) The parameters of the regular investment are entered by the Client in the Instruction for the purchase of Financial Instruments – Regular Investment. In particular, the amount for which the Bank is obliged to purchase the relevant Financial Instruments on a regular basis and the day of the calendar month on which the Bank shall give, on Client's behalf, repeated Instruction for the purchase of Financial Instruments – One-off Investment.
- b) The Instruction for the purchase of the Financial Instrument – Regular Investment and individual Instructions for the purchase of the Financial Instrument – One-off Investment shall only be accepted by the Bank if the Instruction relates to the Financial Instrument with the risk adequate to the professional knowledge and experience of the Client.
- c) The Instruction for the purchase of Financial Instruments – One-off Investment generated based on Client's Instruction for the purchase of Financial Instruments – Regular Investment shall be given by the Bank on Client's behalf on a regular basis always on the day of the calendar month set by the Client (or the next Business Day nearest thereto if the day in the relevant calendar month set by the Client is not a Business Day). Such day in the relevant calendar month shall be the day of delivery and acceptance of the Instruction for the purchase of Financial Instruments. Client is obliged to ensure enough funds in the Account for Settlement one (1) Business Day before such day so the Instruction for the purchase of Financial Instruments may be executed in full extent.
- d) In the event that multiple Instructions for the purchase of Financial Instruments – Regular Investment are placed, the Bank shall execute the Instructions according to the time priority (i.e., the Bank shall execute the Instruction placed first in the sequence) or according to the order specified by the Client.
- e) If the funds in the Account for Settlement on the day as set forth under c) this Clause hereof, are not enough for the purchase of the relevant Financial Instrument in full extent, the Instruction for the purchase of Financial Instrument – One-off Investment shall be refused by the Bank. If multiple Instructions for the purchase of Financial Instrument – the Regular Investment are entered and the funds in the Account for Settlement are

not enough on the day as set forth in c) this Clause hereof for the execution of all Instructions given, the Bank shall execute the Instructions based on time priority (i.e. the Bank shall first perform the Instruction given as the first) or based on the order of preference defined by the Client.

- f) The Bank draws the Client's attention to the fact that if the Client has set the Bank to make an automatic transfer from the Trading Account to the Authorized Account and at the same time the Client has entered an Instruction to purchase Financial Instruments - Regular Investment, and at the same time the Client has designated the Trading Account as an Account for Settlement, the purchase of Financial Instruments may not take place due to insufficient funds in the Trading Account.
- g) The Bank may allow the Client to place a Payment Order for permanent transfer of funds from the Current Account to the Trading Account together with an Instruction for purchase of Financial Instruments - Regular Investment. The Bank shall immediately credit such funds to the Trading Account. A Payment Order under this clause shall be valid only during the validity period of the relevant Instruction for the purchase of Financial Instruments - Regular Investment.
- h) The parameters of regular investment, particularly the increase or decrease in the amount or change of the validity of regular investment may be changed by the Client at any time.

**ARTICLE 5: The Instruction for the Sale of Financial Instruments**

- 5.1 Based on the delivered Instruction for sale, the Bank shall arrange in their own name and for the account of the Client the sale of Financial Instruments.
- 5.2 If the Client gives the Bank an Instruction for the sale of Financial Instruments, no later than at the time decisive for the acceptance of this Instruction they shall be obliged to have funds on the Trading Account determined for the payment of Fees and total preliminary costs spent on the sale of the Financial Instruments in compliance with the valid Schedule of Fees. Otherwise, the Bank shall be entitled to set off its claim so incurred against the funds obtained from the sale of the Financial Instruments. On the day of Instruction acceptance, the Bank shall be entitled to block the sum necessary for the payment of Fees and total preliminary costs spent on the sale of the Financial Instruments in compliance with the valid Schedule of Fees on the Trading Account and subsequently it shall debit the sum from the Trading Account and use it in compliance with the Instruction.
- 5.3 The Client shall be entitled to deliver to the Bank the Instruction for the sale of only those Financial Instruments, of which the Client is the exclusive and unlimited owner and the Client's right of disposal to which is not limited in any way.
- 5.4 At the request of the Bank, the Client shall be obliged to prove that the Client is the exclusive and unlimited owner of the Financial Instruments, which the Client entrusted to the Bank for sale. For that purpose, the Client shall be obliged to submit to the Bank on demand

- a) for a certificated Financial Instrument, either the Financial Instrument concerned or the confirmation of the person holding the Financial Instrument in custody; at the request of the Bank, the Client shall be obliged to prove beyond a reasonable doubt the existence of custody and the authorisation of the person holding the Financial Instrument in custody to receive Financial Instruments to custody;
  - b) for a dematerialised Financial Instrument, the abstract from the register kept by the person, with which the Financial instrument is registered.
- 5.5 During the period of validity of the Instruction for sale, the Client must not dispose of the Financial Instruments concerned.
- 5.6 In the case of the sale of dematerialised Financial Instruments, the Client expressly agrees that directly, on the basis of delivery of the Instruction for sale to the Bank, the suspension of the exercise of the owner's right to dispose of the dematerialised Financial Instruments intended for sale is registered on the Property Account of the Client in favour of the Bank to those Financial Instruments, which are covered by the Instruction of the Client unless the suspension of the exercise of the right has been registered already previously. At the same time, the Client undertakes to perform all the necessary acts needed for the registration of the suspension of the exercise of the owner's right to dispose of the Financial Instruments pursuant to the previous sentence (hereinafter "**blocking**").
- 5.7 If for any reason, the blocking is not executed, the Bank shall be entitled to refuse the execution of the respective Instruction for sale.
- 5.8 The Bank shall cancel the blocking of the Financial Instruments of the Client on the Property Account of the Client in favour of the Bank in case of cancellation of the Instruction for the sale of Financial Instruments or of the expiry of the time limit of Instruction validity.
- 5.9 The Bank shall be entitled to cancel the blocking of the Financial Instruments of the Client on the Property Account of the Client in favour of the Bank to those Financial Instruments, which are not traded on the regulated market anymore.
- 5.10 The Client shall remain the owner of the certificated Financial Instruments handed over to the Bank for the purpose of sale until they are transferred to the transferee.
- 5.11 The transfer of the certificated Financial Instruments to the transferee shall take place at the moment of their hand-over to the transferee; the endorsement is required for the transfer of the certificated order Financial Instruments. The contract for the transfer of the certificated inscribed Financial Instruments must be in writing.
- 5.12 The Client shall remain the owner of the dematerialised Financial Instruments until the moment of transfer of these Financial Instruments to the transferee.
- 5.13 The transfer of Dematerialised Domestic Financial Instruments shall take place at the moment of Transfer Registration at CDCP SR.
- 5.14 In the case of sale of dematerialised Domestic Financial Instruments on the regulated market, the regulated market organiser shall ensure the transfer registration at CDCP SR; in the case of transfer of dematerialised Domestic Financial Instruments out of the regulated market, the Bank shall ensure the transfer registration at CDCP SR.
- 5.15 The transfer of Dematerialised Foreign Financial Instruments shall take place at the moment of Transfer registration with the Depository that keeps the register of the respective dematerialised Foreign Financial Instruments.
- 5.16 The Bank shall transfer the funds obtained from the sale of the Financial Instruments to the Trading Account unless otherwise agreed by the Bank and the Client, and the Bank shall be entitled to deduct the respective fees from the so determined value of the funds.
- 5.17 The Bank shall be entitled (however, not obliged) to fulfil their commitment to the Client by purchasing the Financial Instruments from the Client itself.

#### **ARTICLE 6: Conflict of Interests**

- 6.1 In connection with the provision of the Investment Services, the Bank shall issue rules, the so-called Policy of Conflict of Interests, whose objective is to prevent, secure and manage the conflict of interests so that the Client's interests are not injured.
- 6.2 The conflict of interests is managed between:
- a) the Bank, managing persons of the Bank, representatives and employees on the one part and clients and/or potential clients on the other part,
  - b) the person referring to the Bank or controlled by the Bank or the person controlled by the same person as the Bank and their managing persons and representatives on the one part and clients and/or potential clients on the other part,
  - c) clients of the Bank or potential clients of the Bank.
- 6.3 If the conflict of interests cannot be averted, the Bank shall always act righteously and in the interest of the Client. In particular, the Bank shall give priority to the Client's interests over the interests of the Bank or over the interest of the persons creating a business groups with the Bank. If there is a conflict of interests between clients, the Bank shall seek to provide a fair solution.
- 6.4 In the cases where the conflict of interests cannot be efficiently avoided, the Bank shall inform the Client about the existence of the conflict of interests or also about the nature and source of such conflict, prior to the provision of the Investment Service. After the provision of information to the Client by the Bank, the Client shall be entitled to cancel the Instruction.
- 6.5 The conflict of interests can occur in particular in connection with the following Investment Services: performance of Instructions regarding the Financial Instruments for the account of the Client, subscription and placing of Financial Instruments, provision of investment recommendations and analyses of investment opportunities or similar general recommendations regarding Financial Instruments trading.
- 6.6 The current Policy of Conflict of Interests is published at the Website of the Bank.

## **ARTICLE 7: Accounting and Settlement**

- 7.1 The Bank as a member of CDCP SR, as well as BCPB, allows the Clients to provide for the settlement and accounting of direct Deals, i.e. the Deals, which the Client has concluded with the counterparty without the participation of the Bank.
- 7.2 At the settlement and accounting, the Bank shall have the duty to examine the character of the Instruction, whether it is the settlement of a purchase or sale or other type of instruction, based on the contract for the transfer of securities between the Client and their counterparty.
- 7.3 If the Client gives the Bank the Instruction for the settlement of purchase of Financial Instruments with financial settlement, no later than at the time of Instruction acceptance (unless otherwise specified in the Contract or in the Business Terms and Conditions or in the Instruction), they shall be obliged to have on the Account for Settlement the funds intended for payment of the Value of the Instruction for purchase. If the Client has designated the Current Account as the Account for Settlement, on the date of acceptance of the Instruction, the Bank shall debit the amount of the Value of the Instruction for Purchase from this account and credit it to the Trading Account, where it shall be subsequently blocked until it is debited and used in accordance with the Instruction. If the Client has designated the Trading Account as the Account for Settlement, on the date of acceptance of the Instruction the Bank shall block an amount equal to the Value of the Instruction for Purchase in the Trading Account, which shall subsequently be debited and used in accordance with the Instruction.
- 7.4 The Bank shall be entitled to block the sum amounting to the payment resulting from the Instruction on the Authorised Account until the moment of accounting and settlement.
- 7.5 During the period of validity of the Instruction for the settlement of the sale, the Client must not dispose of the affected Financial Instruments.

## **ARTICLE 8: Currency Conversion**

- 8.1 If the Account for Settlement is kept in other currency than the currency necessary for the settlement of the Deal, the Client takes note of the fact that it is supposed that along with the submission of the Instruction, the Client gives the Instruction for currency conversion in the amount of payment resulting from the execution of the Instruction from the currency of the Account for Settlement into the currency necessary for the settlement of the Deal. The exchange rate between individual currencies shall be determined by the Bank according to the Exchange List valid as at the day or moment of Instruction receipt unless otherwise agreed by the Bank and the Client. The exchange risk connected with the currency conversion shall be borne by the Client.
- 8.2 In the event that in order to settle a Transaction with a Financial Instrument, the Client enters a Payment Order to transfer funds between his/her Trading Accounts or between his/her Current Accounts which are in different currencies, the exchange rate individually agreed

between the Bank and the Client shall be used for the currency conversion. In the absence of such an agreement, the Exchange List valid on the date or at the moment of receipt of the Payment Order shall be used.

- 8.3 If the Bank and the Client agree on a currency conversion with an individual exchange rate, the terms of this conversion are binding. If the Client subsequently refuses to execute the conversion, he/she is obliged to reimburse the Bank for all reasonable costs incurred by the Bank in connection with the unrealized transaction.

## **ARTICLE 9: Record-Keeping of Financial Instruments**

- 9.1 The Bank shall ensure in their internal records the unique identification of the Financial Instruments of the Client so that the Financial Instruments of the Client can be at any time distinguished from the property registered for third persons and from the Bank's property. The Financial Instruments of the Client are not part of the Bank's assets in case of Bank's bankruptcy.
- 9.2 The protection of the Czech Investor Compensation Fund shall apply to the Clients in connection with the Investment Services.
- 9.3 Detailed information regarding the protection of Client's property by the Czech Investor Compensation Fund is published at the Website of the Bank.
- 9.4 The Client takes note of and agrees by signing the Contract that the Bank shall be entitled to register the Foreign Financial Instruments on the accounts of customers that are opened with the Depository in the Bank's name or in separate records of Financial Instruments kept by a person authorized to do so.
- 9.5 The Bank warns the Client that the pooling of assets of Bank's clients on the Accounts of customers pursuant to the previous clause may lead to the occurrence of the following risks:
- a) the Financial Instruments are kept in the name of the Client;
  - b) in case of a deficit (loss) that cannot be settled after a possible failure of a third person, the Client can jointly bear the loss proportionally according to the size of their share in the pooled assets,
  - c) the Financial Instruments kept abroad shall be governed by the respective foreign legal regulation; certain Depositories may have the right of lien and/or a similar right established to the kept Financial Instruments to secure their receivables against third persons, therefore, in case of the Depository's bankruptcy it can be complicated to transfer the assets back to the Slovak Republic; if the foreign legal order does not provide investors with sufficient legal protection or if the Depository does not fulfil their duties properly or the Client's Financial Instruments are not identifiable and distinguishable in relation to the assets of the Depository for any reason and the Depository goes bankrupt, there is a risk that the Client's Financial Instruments will become part of the bankrupt's assets and the Client will have to file their claims in the respective proceedings conducted against the bankrupt,
  - d) if in keeping the assets pursuant to clause 9.4 of this Article, the Bank exerts professional care, they shall not be responsible for the failure of third persons or for their bankruptcy.

- 9.6 The Bank must not use the Financial Instruments of the Client for a deal for the account of the Bank without the previous express written consent of the Client.
- 9.7 The Bank shall be entitled to set-off any of their claims against the Client against the Client's claim against the Bank.
- 9.8 The Financial Instruments, which the Client can purchase in the Slovak Republic, are registered with CDCP SR and with separate registers of financial instruments kept by a person authorised for it. The legal order of the Slovak Republic shall apply to these financial instruments. The Foreign Financial Instruments are usually kept on the accounts of customers that are opened with the Depository in the Bank's name or in separate records of Financial Instruments kept by a person authorized to do so. The Bank selects the Depository among the renowned financial institutions with professional care and according to the requirements specified by the Relevant Legal Regulations.
- 9.9 The Client takes note of the fact that the dematerialised securities can be kept only on the Property Account or Holder's Account, therefore, when the Client in the Instruction for the purchase of a Financial Instrument does not specify the identification of their Property Account for the registration of the Financial Instruments or does not give the Instruction for opening a property account, the Instruction for the purchase of a Financial Instrument shall also be considered the Instruction for the performance of Custodianship, and this Financial Instrument shall be taken over to Custodianship and registered on the Holder's Account until the Client gives the Instruction for the transfer of it to the Property Account, unless provided otherwise by the Relevant Legal Regulations.
- 9.10 The certificated Financial Instruments are kept by the Bank, Depository or a contracting partner of the Bank.
- 9.11 The Bank shall be obliged to hand over the certificated Financial Instruments, which were purchased for the Client by the Bank, to the Client on the basis of a Client's written call without undue delay after the Bank has taken them over from a third party, against the signature of the hand-over certificate of the hand-over of the Financial Instruments.
- 9.12 If the Client does not pick up the certificated Financial Instruments from the Bank without undue delay or if in a particular case, the Client arranges the deposition of the certificated Financial Instruments at the Bank, the Client shall be obliged to pay a Fee to the Bank for the custody according to the valid Schedule of Fees.
- 9.13 The Client shall become owner of the certificated Financial Instrument, which the Bank purchased for the Client, at the moment when the Bank takes over the Financial Instrument for the Client or after endorsing the Financial Instrument in favour of the Client if this is required.
- 9.14 The Client takes note of the fact that the right of lien cannot be established for the Financial Instruments of the Client registered on the Holder's Account. If the Client is interested in establishing the right of lien to the Financial Instruments registered on the Holder's Account, they must give the Instruction for their transfer to the Property Account established for the Client, or which the Bank will open for the Client on the basis of the Instruction. At the moment of transfer of the Financial Instruments to the Property Account of the Client, the Custodianship regarding these Financial Instruments shall also end.
- 9.15 If the Client finds discrepancies between the number of the Financial Instruments in the Statement of the Property Account kept by the person registering the respective Financial Instrument and the records of the Bank, they shall be obliged to inform the Bank about this fact without undue delay. The Bank shall check the records of the Bank and correct any discrepancies found in the records of the Bank and inform the Client.
- 9.16 The Bank can use the Financial Instruments of the Client for deals for their own account or for deals for the account of other client only provided that the Client agrees with such use of the Financial Instruments in advance, expressly and in writing.

#### **ARTICLE 10: Safekeeping and Custody of Financial Instruments**

- 10.1 The Bank carried out the safekeeping and custody (including Custodianship) of Financial Instruments in particular in relation to the Financial Instruments acquired for the Client through the Bank unless otherwise agreed by both Contracting Parties.
- 10.2 The Bank shall takeover a certificated Financial Instrument from the Client for the deposition into separate safekeeping on the basis of the Instruction. Separate safekeeping shall mean the deposition of a certificated Financial Instrument of one Client separately from the certificated Financial Instruments of other Clients. The Bank shall return to the Client the same Financial Instrument, which the Client gave them to safekeeping. The Bank shall provide separate safekeeping of certificated Financial Instruments in the vaults on their premises. The Bank shall be entitled to hand over the accepted Financial Instrument to secondary safekeeping only with the written consent of the Client.
- 10.3 The Bank shall take over the certificated Financial Instrument to safekeeping and hand over to the Client the certificated Financial Instrument from safekeeping on the basis of the Instruction, which must be delivered to the Bank in person in written form in the Bank's form and must contain in particular the following data:
- a) business name, registered office and Comp. ID No. of the Client – legal entity, if assigned, or the name, surname, permanent address and personal No. of the Client – natural person; if the Client – natural person does not have a personal No., the date of birth shall be provided;
  - b) business name, registered office and Comp. ID No. of the issuer of the Financial Instruments, the number of pieces of Financial Instruments, the nominal value, form, type, issue No., numbers of the Financial Instruments and ISIN of the Financial Instruments if allocated;
  - c) if a note represents the deposited Financial Instrument, the Instruction shall also contain the data on the note's amount, interest, maturity date, place of payment, date

- and place of issue, clauses on the note, business name, registered office and Comp. ID No. of the issuer and remitter – legal entity if allocated, or the name, surname, permanent address and personal No. of the issuer and remitter – natural person; if the issuer/remitter – natural person does not have a personal No., the date of birth shall be provided;
- d) the own signature of the person authorised to dispose of the certificated Financial Instruments deposited for safekeeping attached before an authorised employee of the Bank; the bank may request Identity Verification before an employee of the Bank.
- 10.4 Based on the Instruction for the deposition of the Financial Instrument, the obligation of the Bank as the keeper to takeover, in compliance with the Instruction, from the Client the certificated Financial Instruments to deposit them and provide custody under the conditions stipulated in the Contract, Business Terms and Conditions as well as in accordance with the Directions of the Client, and the obligation of the Client as the depositor to pay the Bank a Fee in compliance with the Schedule of Fees shall come into existence.
- 10.5 If the subject of deposition is a Security – promissory note, the custody of these Securities within the scope of their deposition will be limited to the following acts:
- a) note submission for sight (if the note is issued as the so-called time sight note, i.e. a note due within a certain period after sight);
- b) the submission of a note for payment to the drawee at the time of maturity, as well as collection of the paid sum from the note;
- c) preparation of the note on the basis of the Client's call for the transfer of the note by endorsement to other person (if it is a note issued in the form of the so-called order note, i.e. due to the order of the note owner).
- 10.6 The Client takes note and agrees that if they submit the Instruction for the procurement of note purchase and at the same time, they submit to the Bank the Instruction for the safekeeping and custody of the note, at the moment of note takeover by the Bank for safekeeping, the note shall be considered taken over by the Client.
- 10.7 The Bank shall be entitled to refuse Instruction acceptance in particular if:
- a) the Instruction contains incorrect or incomplete data;
- b) according to a reasonable opinion of the Bank, the Instruction is not definite, comprehensible or complete;
- c) the Instruction is not submitted in the form specified by the Bank;
- d) the Bank has a suspicion that the Instruction is submitted by an unauthorised person;
- e) the Instruction is in conflict with the internal regulations of the Bank;
- f) the purpose and content of the Instruction is in conflict with the legal regulations valid in the territory of the Slovak Republic or its fulfilment could violate the legal regulations valid in the territory of the Slovak Republic, or it evades the legal regulations valid in the territory of the Slovak Republic;
- g) if the Client has cancelled their consent granted according to the Business Terms and Conditions required for receipt of the Instruction and/or execution of the Instruction;
- h) if the deposited certificated Financial Instruments are damaged, incomplete or otherwise devalued or if the Bank has doubts about their genuineness;
- i) in other cases mentioned in the Contract or Business Terms and Conditions.
- j) if the Client which is a legal entity or a natural person – entrepreneur does not have the legal entity identifier (the so-called LEI), if required for the execution of such Instruction by the Relevant Legal Regulations (e.g. sale or purchase of securities traded in regulated market).
- 10.8 After taking over the certificated Financial Instruments to safekeeping, the Bank shall be obliged, exerting professional care, to protect the deposited certificated Financial Instruments against loss, destruction, damage or devaluation.
- 10.9 The Bank shall be obliged to keep records of the kept certificated Financial Instruments within the following scope: business name, registered office and Comp. ID No., surname, permanent address and personal No. of the Client and issuer, the type of the certificated Financial Instrument, nominal value, number of the deposited Financial Instrument and place of deposition.
- 10.10 The Bank shall be obliged to keep records of the deposited notes within the following scope: data on the note amount, interest, data of maturity, business name, registered office and Comp. ID No. of the issuer and remitter – legal entity, if allocated, or the name, surname, permanent address and personal No. of the issuer and remitter – natural person; if the issuer/natural person does not have the personal number, the date of birth shall be provided.
- 10.11 After taking over the certificated Financial Instrument for safekeeping in foreign currency, the Bank shall not convert the Financial Instrument into the domestic currency; it shall register the Financial Instrument in the currency, which it has been issued in.
- 10.12 The Bank shall be entitled to not take over from the Client for safekeeping any Financial Instruments, which they consider to be falsified, stolen or which raise doubts in other way.
- 10.13 The Bank shall perform for the Client the custody of Financial Instruments by executing the acts, which are necessary for the exercise and preservation of the rights connected with these Financial Instruments, in particular:
- a) they shall collect dividends, payable interest and any other income in connection with the Financial Instruments in custody;
- b) they shall provide the registration of the acquirement of the Financial Instruments for the account of the Client or in the name of the Client;
- c) they shall provide the settlement and payments for the Financial Instruments acquired or transferred to the Property Account of the Client and/or kept for the Client;
- d) they shall take over, collect and request all payments that become due from the Financial Instruments in custody and until they receive other directions, they shall remit payments in favour of the Trading Account of the Client;
- e) they shall perform the exchange of the Financial Instruments;

- f) Bank shall provide the Client with the information known and relevant to the Bank in relation to the Financial Instruments being administered usually in the form of publication on their web site;
- g) Executing additional actions in compliance with the Agreement and the Business Terms and Conditions.
- 10.14 The Client shall be obliged to provide the Bank with all information and documents necessary for the performance of custody of the Financial Instruments and to provide the Bank with necessary collaboration in time.
- 10.15 As with such Bank's activity increased Costs may be connected, which shall be borne by the Client, the Bank shall perform other operations than the ones mentioned in Clause 10.13(a) through (g) of this Article hereof within the scope of custody of Financial Instruments solely on the basis of a separate agreement with the Client against the reimbursement of the really and expediently spent Costs. The Bank shall participate and vote at sessions of collective bodies or various meetings, such as in the General Meetings or in a meeting of bond owners only on the basis of a separate Direction of the Client, in which the Client shall mention, inter alia, how the Bank shall vote, and on condition of granting a written Power of Attorney of the Client to the Bank for these purposes. The costs connected with the participation and voting of the Bank shall be borne by the Client and the Bank shall be entitled to request an advance payment intended for the coverage of Bank's Costs connected with the participation in the meeting or session, in particular the travelling costs.
- 10.16 The Bank shall notify the Client of individual acts regarding the Financial Instruments of the Client, for which the Bank provides custody and safekeeping to the Client after the Bank has performed them (for the Domestic Financial Instruments), or after the Bank receives an advice from their Depository (for the Foreign Financial Instruments).
- 10.17 The Bank shall be obliged to perform the transfer of dividends, payable interest and any other income in connection with the Financial Instruments of the Client to the Trading Account of the Client immediately after collecting them.
- 10.18 The Bank shall be entitled to refuse the execution of the Instruction for custody even without giving reasons. The Bank shall inform the Client about the refusal to execute the Instruction for custody without undue delay in the way agreed in the Contract for the communication between the Bank and the Client.
- 10.19 The Client shall be entitled to submit the Instruction for custody of only those freely negotiable Financial Instruments, of which the Client is the exclusive and unlimited owner and the Client's right of disposal to which is not limited in any way.
- 10.20 The Bank shall make adequate effort to fulfil all the Client's Instructions and they can use such a way of fulfilment, which they choose under the conditions specified by the operators of the respective systems. The obligation of the Bank to fulfil the Instruction is conditioned by the fact that they have at disposal or they have been delivered all the necessary documents, Financial Instruments or funds from the Client, and in case of Transactions, which are not executed by the Bank or through the Bank, if they have received proper directions from the Client in time and in compliance with the Business Terms and Conditions. In case of payment made by a third party and connected with the transfer of the Financial Instruments, any risk shall be borne by the Client and the Bank's obligation to account for the Financial Instrument or for the yield from the Financial Instrument to the Client shall be conditioned by the receipt of the respective documents from the other party of the Transaction by the Bank or by the transfer of the yield from the sale by the other party in favour of them.
- 10.21 If certificated Financial Instruments represent the subject of custody, the Bank shall be entitled to request from the Client their submission or hand-over at any time and the Client shall be obliged to fulfil the Bank's request; after performing the act, the Bank shall call upon the Client to take over the handed over certificated Financial Instruments and the Client shall be obliged to satisfy the Bank's call. If the Client fails to pick up the handed over certificated Financial Instruments, the Bank shall be entitled to send the certificated Financial Instruments to the Client at their own expense and risk by mail/courier service to the Client's address mentioned in the Contract or to hand over the Client's certificated Financial Instruments at their expense to public notary's safekeeping or to deposit the certificated Financial Instruments of the Client at their expense to safekeeping in the Bank.
- 10.22 The Instruction for custody shall also contain in particular:
- the number of the Financial Instruments that are to be in custody of the Bank;
  - determination of the period, for which the Bank is to provide the custody of the Financial Instruments, otherwise for the period of holding the Financial Instrument in the Holder's Account;
  - the scope of the provided services, if the scope is not defined, then in the scope set forth under Clause 10.13 of this Article hereof.
- 10.23 The Bank shall perform the Custodianship for the Client on the basis of the Contract and Instruction. The content of Custodianship is the execution of the acts necessary for the exercise and preservation of the rights connected with the Financial Instrument for the Client as the owner of the security in relation to third parties, and these acts are executed in the name of the Bank and for the account of the Client, as follows:
- take-over of the Financial Instrument in favour of the Client to the Holder's Account;
  - delivery of the Financial Instrument to the debit of the Holder's Account;
  - crediting the interest, dividends and other payments resulting from the holding of the Financial Instrument to the Trading Account of the Client.
- The provisions about the custody of Financial Instruments shall apply accordingly to the performance of Custodianship, in particular the provisions of Clause 10.13 and 10.15 of this Article hereof.
- 10.24 The Client takes note of and agrees that if they submit the Instruction for the purchase of a Financial

Instrument, this Instruction shall at the same time be the Instruction for the performance of the Custodianship to this Financial Instrument unless otherwise agreed by the Client and the Bank or the Relevant Legal Regulations provide otherwise.

10.25 The Client takes note of and agrees that in case of an Instruction for the purchase of fund's securities, this Instruction shall at the same time be the Instruction for the performance of the Custodianship to these securities unless otherwise implied by the Instruction or unless otherwise agreed by the Client and the Bank.

10.26 The Bank shall perform the Custodianship for the Domestic Financial Instruments through the Holder's account, for the Foreign Financial Instruments the Bank shall perform the Custodianship through Depositories. The Bank shall keep records of Holder's Accounts in accordance with Article 71h (2) of the Securities Act. The Bank shall keep the records and accounts so that they can, whenever and immediately, distinguish the assets kept for one Client from the assets kept for other Client and from their own assets; on a regular basis, the Bank shall synchronise the Holder's Accounts and records of the Bank with the records of other persons, through which they keep the assets, they shall keep the funds of the Client deposited according to Article 71j of the Securities Act separated from the accounts keeping the funds of the Bank. The Financial Instruments of the Client deposited at a third person pursuant to Article 71i of the Securities Act shall be clearly separated from the Financial Instruments of the Bank through differently designated accounts in the records of the third party or by measures of equal value, which will provide the same or similar level of protection.

10.27 If the Financial Instrument is denominated in other currency than EUR, for the purpose of its pricing, the calculation using the valid exchange rate of the respective foreign currency declared by the European Central Bank as at the date of determination of its value shall be used.

10.28 The Client shall be obliged to provide the Bank with all information and documents necessary for the performance of custody of the Financial Instruments and to provide the Bank with necessary collaboration in time.

#### **ARTICLE 11: Provision of Services of CDCP SR and CDCP ČR Member**

11.1 On the basis of the Instruction of the Client submitted exclusively in writing in the form of the Bank, the Bank can open and keep for the Client a Property Account, on which the Financial Instruments of the Client shall be kept. The Bank can also open several Property Accounts for the Client.

11.2 The Property Account shall contain:

- a) the number of the Property Account and the date of its establishment,
- b) data on the owner of the Financial Instrument:
  - i) name and surname and the personal No. or business name, registered office/place of business, Comp. ID No.
- c) data on individual Financial Instruments, in particular:
  - i) type of the Financial Instrument, ISIN, nominal value of the Financial Instrument, issuer of the Financial

Instrument and other details of the Financial Instrument pursuant to the Securities Act,

- ii) number of pieces of the Financial Instrument of the respective issue and their share in such issue,
  - iii) data on the registration of the suspension of the right to dispose of the Financial Instrument and limitation of the exercise of the right,
  - iv) business name and registered office of the securities trader administering the Financial Instrument pursuant to Article 41 of the Securities Act or managing it pursuant to Article 43 of the Securities Act,
  - v) the information whether the Financial Instrument represents the subject of the right of lien and the identification data of the pledgee,
- d) date and time of performance of the respective account entry on this Property Account.

11.3 If the Bank provably learns that any data on the Client, Representative, the data regarding the Property Account, Securities registered in the records of the Bank, registered in the records of CDCP and/or registered in other records has changed or become invalid, the Bank shall immediately perform its change even without a request or notice of the Client. The Bank shall consider the submission of any document containing the respective data to be provable information for that purpose unless the document raises doubts about the data contained in it.

11.4 The Bank shall cancel the Property Account based on the Client's Instruction for Property Account cancellation on condition of fulfilment of the following conditions:

- a) no Financial Instruments are registered on the Property Account, and
- b) no valid unexecuted orders are registered in relation to the Property Account.

11.5 The Bank can also cancel the Property Account at their own suggestion, if no data on any Financial Instrument have been recorded on the Property Account at least for the period of one year.

11.6 The Direction in accordance with this Article of the Business Terms and Conditions shall mean the request of the Client submitted in the form of the Bank containing in particular the Instruction for:

- a) the registration of the transfer of Financial Instruments from the Property Account or to the Property Account;
- b) the registration of the transition of Financial Instruments from the Property Account or to the Property Account;
- c) the registration of the migration of Financial Instruments from the Property Account or to the Property Account;
- d) the registration of the establishment/ change/ extinction of the right of lien;
- e) the registration of the suspension of the right to dispose of/ cancellation of the registration of the suspension of the right to dispose of the Financial Instruments on the Property Account;
- f) other activity of the Bank in compliance with the Business Terms and Conditions, the framework agreement entered into by and between the Bank as the Authorized Member and CDCP SR, Rules of Operation or the CDCP ČR Rules of Operation, and Relevant Legal Regulations.

- 11.7 The Bank shall be entitled to not perform the Direction if according to the reasonable opinion of the Bank, it does not meet any of the conditions specified in the Business Terms and Conditions and/or if not all the pair orders necessary for the Direction execution have been submitted and/or if the Direction is submitted by an unauthorised person and/or if the Bank has not been paid the due Fee for the establishment and/or keeping of the Property Account and/or the due Fee for the execution of the Direction and/or if the Bank registers against the Client any sum due and unpaid in relation to the keeping of the Property Account and with the provision of services of CDCP SR and/or CDCP ČR member.
- 11.8 Directions based on a framework agreement entered into by and between the Bank as the Authorized Member and CDCP SR are subject to the provisions of the Business Terms and Conditions governing the Directions, unless these Business Terms and Conditions, Operating Rules and/or the Relevant Legal Regulations provide otherwise.
- 11.9 Directions shall cumulatively fulfil the following conditions:
- a) must be completed under the conditions and to the extent specified in the Direction and submitted in written form on Bank's forms or in any other form specified by the Bank (if the form is not used, it must contain all requisites in accordance with the Securities Act and the Operational Regulations, or the CDCP ČR Rules of Operation);
  - b) must be signed by the Client or Representative;
  - c) must be delivered to the Bank in person, by courier service, by post to the address specified in Article 1 Part I of the Business Terms and Conditions; in the case of delivery other than in person, when the signature is verified by the responsible Bank employee, they must include an officially certified signature of the Client or Representative and/or Security Components; if the Client is represented by a third person on the basis of a power of attorney, the power of attorney must be granted in writing and must be sufficiently specific. Unless otherwise stipulated by the Bank, the power of attorney must be signed by the Bank in person by the Bank's responsible employee, or the Client's signature must be officially certified. The Client's representative is obliged to submit to the Bank the power to act on behalf of the Client at the latest when carrying out a legal act on behalf of the Client;
  - d) must be clear, comprehensible, complete, unambiguous, correct and accurate;
  - e) their content and execution are not inconsistent with the Operational Rules or the CDCP ČR Rules of Operation, Terms and Conditions and Relevant Legal Regulations or any decision of the competent authority binding on the Bank or, if the Bank has such knowledge, binding on the Client.
- 11.10 The Bank shall also be entitled to not perform the Instruction when the state of the Financial Instruments on the Property Account is such that the Direction cannot be fully executed on the specified day. If during the execution of the Direction it comes to light that the Client does not have a sufficient number of Financial Instruments on their Property Account in accordance with the order, the Bank shall be entitled to cancel or suspend the performance of the Direction in compliance with the Relevant Legal Regulations and with the Rules of Operation or the CDCP ČR Rules of Operation. Such cancellation or suspension of Direction execution shall be debited to the Client.
- 11.11 The Bank shall be obliged to execute the Direction while exerting professional care without undue delay according to the time sequence of their receipt. The Bank shall immediately inform the Client and/or the Representative submitting the Direction about the non-execution of the Direction.
- 11.12 The Client shall be obliged to inform the Bank that through the Direction, the Bank is given the Instruction to dispose of the Financial Instruments so that according to the legal regulations, a previous consent of the National Bank of Slovakia or other institution is necessary, and at the same time, they shall be obliged to submit to the Bank the original or an officially certified copy of a deed proving the granting of such consent. The non-fulfilment of this duty shall be debited to the Client.
- 11.13 The forms for Directions are available at the Bank's Points of Sale. The Bank shall also send the forms to be filled in to the Client on the basis of their request in electronic form.
- 11.14 The request of the Client and/or Representative for the cancellation of the already submitted Direction can be accepted by the Bank only in such case that the Direction has not been executed yet and if this is not in conflict with the Rules of Operation or the CDCP ČR Rules of Operation, or with the Securities Act. If the request for the cancellation of the Direction is accepted by the Bank, the Bank shall execute the cancellation so that the employee of the Bank will diagonally strike through the Direction to be cancelled, mark the reason, date and time of cancellation in the Direction and inform the Client about it without undue delay. If the Bank does not accept the request of the Client and/or Representative for Direction cancellation, they shall execute the Direction and inform the Client about it without undue delay.
- 11.15 The Client and/or Representative shall notify the request for Direction cancellation to the Bank in the way specified for submitting the Directions, and the request for Direction cancellation must exactly identify the person asking for the cancellation as well as the Direction to be cancelled. If the request for Direction cancellation is not submitted in person (where the signature of the person shall be verified by the responsible employee of the Bank), it shall be signed by the officially authenticated signature of the Client and/or Representative or it shall contain the Security Components.
- 11.16 The Client shall be obliged to pay the Bank any costs incurred by them as a consequence or in connection with the cancellation of the Direction unless otherwise agreed by the Client and the Bank.
- 11.17 The Bank shall provide all the services of a member of CDCP SR and CDCP ČR within the scope and in the way

defined in the Rules of Operation of CDCP SR and the CDCP ČR Rules of Operation.

- 11.18 Based on a Client's request, the Bank shall register the change of the data on the Client, on the Representative and changes of other data regarding the Property Account and registered in the records of the Bank. The Client shall be obliged to attach the originals or officially certified copies of legally relevant documents proving the change of the registered data to each request for the change of data.
- 11.19 The Bank shall be obliged to accept and perform the Direction under the conditions specified by the Rules of Operation or the CDCP ČR Rules of Operation, and Business Terms and Conditions, or by a separate contract concluded between the Client and the Bank. The Client has the right to the execution of the Direction by the Bank with professional care, provided that all the conditions are met, whose fulfilment is required for Direction execution by the Rules of Operation or the CDCP ČR Rules of Operation, Business Terms and Conditions and Relevant Legal Regulations.
- 11.20 The Representative has the right to the execution of the Direction within the scope of their authorisation to dispose of the Financial Instruments registered on the Property Account and/or within the scope of their authorisation to request the date on the Financial Instruments registered on the Property Account, provided that all the conditions required by the Rules of Operation or the CDCP ČR Rules of Operation, Business Terms and Conditions and Relevant Legal Regulations are met.
- 11.21 The Client shall be obliged to provide the Bank with collaboration and all background documents and data necessary for the performance of Bank's activities according to the Direction, in the form and with the content necessary for proper performance of Bank's duties.

## **PART VII: Other Bank Products and Bank Services**

### **ARTICLE 1: Safe Deposit Boxes**

- 1.1 The subject of this Article of the Business Terms and Conditions is the regulation of mutual rights and duties between the Bank as the Lessor and the Client and the Lessee regarding the lease of a Safe Deposit Box. The Bank and the Lessee have agreed that the lease agreed for a definite period can be extended based on an Instruction from the Client.
- 1.2 Based on the Instruction of the Client, the Bank shall let a Safe Deposit Box to the Client for using for the purpose of deposition of valuable things and papers and the Client undertakes to pay a Rent for the Safe Deposit Box lease to the Bank in the amount specified by the Schedule of Fees and to use the Safe Deposit Box in compliance with the Business Terms and Conditions.
- 1.3 The Rent shall be due in advance for the period from the submission of the Instruction till the end of the agreed definite period or till the end of the calendar year, if the lease is for an indefinite period.
- 1.4 In case of Instruction submission during a calendar year with the specification of lease for an indefinite period, the Rent in the first year of lease shall be agreed in the amount of 1/12 of the annual rate of Rent for each

calendar month, including the month, in which the Instruction was submitted. The Bank shall issue the invoice for the lease of the Safe Deposit Box within fourteen (14) days from the submission of the Instruction.

- 1.5 The Client shall be obliged to pay each next annual rate of the Rent always no later than by 31 January of each calendar year, in the amount according to the current Schedule of Fees valid as at 1 January of the respective year. The Bank shall issue the invoice for the lease of the Safe Deposit Box by 31 January of each calendar year at the latest, for the period of the whole year.
- 1.6 The Rent shall be debited from then Account kept by the Bank. Hereby, the Client grants the consent to the Bank to the collection of the funds amounting to the Rent from the Current Account of the Client specified in the Instruction, then from the first opened Current Account of the Client. If the Bank does not keep any Current Account of the Client, the Client shall be obliged to pay the Rent in cash on the day of Contract signing, the specific symbol shall be the number "NNN", where "NNN" means the number of the Safe Deposit Box. Value added tax shall be added to the Rent in accordance with the valid legal regulation.
- 1.7 The Client shall be obliged to pay the fee for the procurement of a spare key or for the violent opening of the Safe Deposit Box pursuant to the provisions of this Article of the Business Terms and Conditions in the amount according to the actual Schedule of Fees within fourteen (14) days from the date of invoice issuance.
- 1.8 The Client shall be entitled to use the Safe Deposit Box for the deposition of valuables and papers but not for the storage of weapons, ammunition, explosive, easily combustible or flammable or otherwise dangerous objects, perish goods or objects, whose storage would be in conflict with the Relevant Legal Regulations or with the general interest. Further, the Safe Deposit Box is not intended for the storage of objects, whose storage requires special climatic conditions or stability of magnetic field. The Client shall not be entitled to let the Safe Deposit Box for the use by a third person.
- 1.9 The Client shall be responsible for the keys from the Safe Deposit Box, which have been handed over to them. The Client and the persons authorised by them shall be obliged to observe the instructions of the Bank for the use of the Safe Deposit Box and for key handling.
- 1.10 The Client shall have the right to authorise other persons for the access to the Safe Deposit Box or for the take-over of the keys from the Safe Deposit Box. The Power of Attorney must be executed in writing with the content approved by the Bank in advances. The provisions of the Business Terms and Conditions shall fully apply to the authorised persons. Where the Client is mentioned in this Article, it shall also mean the authorised person unless otherwise implied by the context of the provision. The Client shall be responsible for the activity of the authorised person.
- 1.11 The Client can access the Safe Deposit Box during the Operating Hours specified by the Bank. Out of the Operating Hours, the Client may enter to the Safe Deposit Box after a previous agreement with the Bank. In such case, the Bank shall be entitled to charge a fee

for such extraordinary service to the Client. Before entering to the Safe Deposit Box, the Client shall allow the Bank to perform the Client's Identity Verification. The in-and-out card manually signed by the Client shall be produced about the visit.

- 1.12 After the lease termination, the Client shall be obliged to hand over the Safe Deposit Box and keys in unimpaired condition corresponding to usual wear to the Bank. Following the physical vacation of the Safe Deposit Box, the Bank shall return to the Client an aliquot part of the Rent for the period from the first day of the following calendar month to the end of the paid period based on the issued advice of credit.
- 1.13 The Bank undertakes to protect the Safe Deposit Box against theft or damage to the contents of the Safe Deposit Box. Whereas the Bank does not guarantee the stability of climatic conditions or for the stability of the magnetic field, they shall not be responsible for any damage occurred for that reason. Nor the Bank shall be responsible for damage caused by the liability excluding circumstances (natural disasters, civil commotions, revolutions, state of war etc.).
- 1.14 If the Bank has a reasonable suspicion that the Client violates the provision of Clause 1.8 of this Article hereof and uses the Safe Deposit Box for the storage of the objects contractually excluded, they shall be entitled to make sure in the presence of the Client whether the Client does not violate the provision of Clause 1.8 of this Article hereof. In extraordinary cases (smoke, odour, suspicious sounds), the Bank shall be entitled to open the Safe Deposit Box violently even without the presence of the Client pursuant to the conditions specified in Clause 1.19 of this Article hereof.
- 1.15 The Bank shall be responsible for allowing the access to the Safe Deposit Box only to the Client and the persons authorised by the Client after the proper Identification. The Bank shall be entitled to refuse the access to the Safe Deposit Box provided that in performing the Identification or Identity Verification they have any doubts about the identity of the visitor asking for the access to the Safe Deposit Box.
- 1.16 The Bank shall not be responsible for any damage caused by unauthorised manipulation with the Safe Deposit Box if the Bank has carried out the Identity Verification of the person asking for the access to the Safe Deposit Box. The Bank shall not be responsible for any damage occurred due to a failure to lock the Safe Deposit Box by the Client or the authorised person. The Bank shall not be responsible to the Client for any damage caused by the authorised person.
- 1.17 The values stored in the Safe Deposit Box are insured by the Bank on the basis of the insurance policy taken out between the Bank and the respective insurance company. The insurance has the character of All Risk insurance of property and is agreed within the framework of the insurance of the strong room, in which the safe deposit boxes are placed.
- 1.18 The design of the Safe Deposit Box allows to open it only by opening two locks at the same time, when the key from one lock (mechanical key) is used by the exclusively authorised employee of the Bank and the key from the other lock (mechanical key) is held by the Client. The

Bank guarantees to the Client that there is no other key from their lock of the Safe Deposit Box that would not be issued to them. In case of loss of one or both keys, the Client shall be obliged to report the loss to the Bank immediately. Subsequently, the Bank shall provide, at the expense of the Client, the professional violent opening of the Safe Deposit Box, replacement of the lock and production of a new key (keys). The professional violent opening of the Safe Deposit Box shall be carried out in the presence of the Client keeping the contents of the Safe Deposit Box during the repair performance. The Client alone shall not be entitled to have other keys to the Safe Deposit Box produced.

- 1.19 If the Client fails to empty the Safe Deposit Box no later than on the last day of the period of lease (i.e. on the last of the notice period or immediately after the delivery of the immediate withdrawal of the Bank or on the last day of the validity of the contract concluded for a definite period or on the day agreed with the Bank), the Bank shall be entitled to perform the violent opening of the Safe Deposit Box in the name of the Bank for the account of the Client in the presence of two authorised employees of the Bank and other impartial person (e.g. notary public, district office employee, police). The Bank shall produce a record of the violent opening and of the contents of the Safe Deposit Box and take over the content of the Safe Deposit Box for safekeeping, and the Bank shall not be liable for any damage incurred by the Client. The Bank shall send a copy of the record to the Client in a registered letter. In the event that the Client fails to take possession of the contents of the Safe Deposit Box taken into custody of the Bank within four (4) years from the date of violent opening of the Safe Deposit Box, the Bank shall be entitled to proceed with its (i) monetization, (ii) devaluation or (iii) disposal.
- 1.20 The rental of the Safe Deposit Box shall terminate upon the death of the Client. If the authorized heir does not contact the Bank within one (1) year of the Client's death, the Bank shall be entitled to forcibly open the Safe Deposit Box on behalf of the Bank, at the expense of the eligible heir, in the presence of two authorized employees of the Bank and another impartial person (e.g., a notary, district office employee, police officer). The Bank shall draw up a report on the forced opening and contents of the Safe Deposit Box and subsequently take the contents of the Safe Deposit Box into custody, whereby the Bank shall not be liable for any damage incurred by the authorized heir. If the authorized heir does not collect the contents of the Safe Deposit Box taken into custody by the Bank within ten (10) years from the date of the forced opening of the Safe Deposit Box, the Bank shall be entitled to proceed with its (i) monetization, (ii) devaluation or (iii) disposal.

## **ARTICLE 2: Gold Castings**

- 2.1 Through the conclusion of a special Contract with the Client, the Bank also provides the service of Gold Castings purchase, the service of Gold Castings redemption, and the service of Gold Castings deposit.
- 2.2 The Bank is entitled to determine the specification of Gold Castings that can be the subject of the Contract (purchase contract for Gold Castings). The price of the

- purchase of Gold Castings shall be determined by the Bank based on market conditions. Before concluding the Contract, the Client is obliged to acquire information at the Bank on the current specification of Gold Castings and on the price for their purchase.
- 2.3 Based on the Contract, the Bank shall sell Gold Castings to the Client or organize for the Client, on their behalf or on behalf of the Client, on the account of the Client, the purchase of Gold Castings under the specification stated in the Contract.
  - 2.4 The Bank may sell Gold Castings to the Client from their own assets.
  - 2.5 The Bank executes the purchase or redemption of Gold Castings usually on the day when the Contract is signed, if the day is a Business Day, not later than on the following Business Day after the Contract signature. Subsequently the Bank shall call upon the Client to take over Gold Castings. The Client shall take over Gold Castings within the period stated in the call.
  - 2.6 The ownership right to Gold Castings shall pass to the Client at the moment of takeover thereof.
  - 2.7 If the Bank and the Client agree on the redemption of Gold Castings, based on the purchase contract for redemption of Gold Castings, the Bank shall purchase Gold Castings from the Client under the specification stated in the Contract. The Client has no legal entitlement to enter into a purchase contract for the redemption of the Gold Castings.
  - 2.8 The agreement under the preceding Clause of this Article is only possible in the case of those Gold Castings the sole and unconditional owner of which is the Client, and for which the Client's right of disposal is not restricted in any manner, and at the same time only such Gold Castings that the Client acquired directly from the Bank as the seller, and from the moment of acquisition of Client's ownership right to Gold Castings they were stored in the Bank's custody.
  - 2.9 If the Client is interested in the service of redemption of Gold Castings, they are obliged to demonstrate on demand of the Bank that they are the sole and unconditional owner of the Gold Castings.

### **ARTICLE 3: Bank Storage of Things**

- 3.1 Based on a special Contract, the Bank shall accept a thing specified in the Contract from the Client to place and manage the same, and the Client undertakes to pay the Bank a Fee for this Bank Service. Based on the Contract, the Bank can store only Gold Castings purchased by the Bank for the Client as per Article 2, Part VIII. of these Business Terms and Conditions. Other things can be placed in custody at the Bank only based on a separate agreement with the Bank, under the conditions agreed therein in writing. The provisions of Article 10, Part VI of these Business Terms and Conditions shall apply to the custody of Securities in certificated form.
- 3.2 The Bank undertakes to duly put into custody and protect a stored thing against any loss, destruction, damage or deterioration.
- 3.3 The Bank shall be held liable for any damage caused to the Client by the loss, destruction or damage to a stored thing, if the Bank was able to prevent the occurrence of

the same while exerting professional diligence. Any decline in the market value of the thing shall not be treated as damage.

- 3.4 The Bank undertakes not to surrender the stored thing to any person other than the Client, or to a person authorized by the Client, or to a person who presents an authorization for the takeover of the stored thing in any other manner.
- 3.5 The Client undertakes to pay the Bank the Fee for the custody of the stored thing in the amount according to the current Schedule of Fees or as agreed by the Bank and the Client in the Contract. The way of Fee settlement shall be agreed upon by the Bank and the Client in the Contract. The Fee shall be charged to the debit of the Current Account specified by the Client in the Contract. If the Bank does not hold the Account, the Client is obliged to pay the Fee in cash on the day when the Contract is signed, or by credit transfer to the credit of an account determined by the Bank in the Contract. In addition to the Fee, the Client is not obliged to pay the Bank any other Fees with respect to the storage of a thing. A value added tax shall be added to the Fee according to the Relevant Legal Regulations.
- 3.6 To safeguard its rights associated with the storage of a thing, the Bank shall have the lien on the stored thing during the period of storage.
- 3.7 In the event of any delay by the Client in the payment of Fees associated with the custody of the stored thing, the Bank is entitled to charge late payment interest to the Client in the amount agreed upon by the Client and the Bank in the Contract or in the amount according to Relevant Legal Regulations.

### **PART VIII: Payment cards**

#### **ARTICLE 1: Issue and Use of Debit Payment Card**

- 1.1 The subject of this Part of the Business Terms and Conditions is the regulation of mutual rights and obligations between the Bank and the Client resulting from the issue and use of a Debit Payment Card.
- 1.2 Unless agreed otherwise between the Bank and the Client, the Validity of the Card is set for a period of three (3) years. The last day of the Validity of the Card shall be the last day of a month which is marked on the Payment Card.
- 1.3 The Bank is the owner of the Debit Payment Card. The Bank is entitled to demand the return of the Debit Payment Card without giving any reason whatsoever. The Client shall be responsible for the return of all Debit Payment Cards issued for the Account.
- 1.4 The Client can select Utilization Limits for the execution of Card Transactions, the amount of which, however, can be changed by the Bank unilaterally for security reasons. The Bank shall have the right to change the Utilization Limits in total or individually (e.g. ATM or POS limits).
- 1.5 In the event that there is a Signature Stripe on the Payment Debit Card, the Client is obliged to sign the Payment Card immediately upon its takeover, using a standard writing means that cannot be removed from the Signature Stripe. The Client is obliged to ensure that the Card Holder also fulfils this obligation.

- 1.6 The right to perform Card Transactions shall be created after the activation of the Debit Payment Card by the Bank. The Client shall activate his/her Payment Debit Card by following means:
- a) by immediately performing a Contact Transaction via an ATM or POS terminal and entering the correct Payment Card PIN, or via new Internet Banking; or
  - b) by Phone Banking; or
  - c) based on a signed protocol on the handover and takeover of the Debit Payment Card.
- In the case of (b) and (c) of this paragraph, the Debit Payment Card will be active no later than the next Business Day following receipt of the Client's request.
- 1.7 The Bank can provide supplementary services for the Debit Payment Card, according to the current Bank offer. The supplementary services for the Debit Payment Card will be active until they are terminated based on a Client's special Instruction or by termination on the part of the Bank or expiry of the Debit Payment Card. The Payment Debit Card shall not be deemed to be terminated
- a) by issuing a new Debit Payment Card as part of its automatic renewal,
  - b) by reissuing the Debit Payment Card after its loss/theft, damage, misuse or due to a change in the Bank's business policy,
- whereas in such cases the supplementary services are also transferred in full to the renewed/reissued Debit Payment Card.
- 1.8 The Client can reject automatic issue of an additional Debit Payment Card when such fact is reported to the Bank not later than forty-five days (45) before the expiration of Debit Payment Card validity. The Bank reserves the right not to renew the Debit Payment Card if it has not been activated by the expiry date.
- 1.9 The Card Holder shall demonstrate their authorization for the performance of Card Transactions and authorize Card Transactions from the finances deposited on the Account by entering the Payment Card PIN and/or by signature on the Confirmation of Sale; for cashless payments on the Internet and for the so-called MO/TO transactions by entering the number of the Debit Payment Card, of the validity of the Debit Payment Card, the protective three-digit code of the Payment Card – Card Verification Code (CVC2), 3D Securedelivered to the Mobile Phone Number specified by the Client and ePIN. The Holder of a Card marked with the Contactless Payment symbol can perform Contactless Payment, where a Contactless Payment shall be made by tapping the Debit Payment Card or Technical Device on the POS terminal reader or the ATM allowing Contactless Payment. The Utilization Limit for a single Contactless Payment was determined by the Bank up to the amount of EUR 50; Card Transactions amounting to EUR 50 and more must be authorized by the Card Holder by entering the Payment Card PIN or by their signature. The amount of a PayPass transaction that does not require a Payment Card PIN may vary regionally and shall be set in the local currency by the Mastercard company. Entering the PIN of the Payment Card may also be requested for amounts of less than EUR 50, mainly for security reasons. However, the Card Holder acknowledges and agrees that the first Card Transaction with the Mastercard Debit Payment Card marked with the Contactless Payment symbol must be performed by inserting the Debit Payment Card either into a POS terminal or into an ATM, and by entering the Payment Card PIN. Only after this Card Transaction it is possible to use the Debit Payment Card contactless by tapping the POS terminal.
- 1.10 Repeated entering of a wrong Payment Card PIN or ePIN or of 3D Secure can be the reason for Payment Card Blocking.
- 1.11 The Bank is entitled to allow the use of the Debit Payment Card in the Internet environment only with secured Identity Verification of the Card Holder through ePIN and 3D Secure.
- 1.12 Should a signature be required for the performance of a Card Transaction, it must be identical with the Card Holder's signature on the Signature Stripe. Otherwise the Merchant is authorized to take additional steps necessary for the completion of Card Transaction, in particular, the Card Holder's Identity Verification, or to reject the Card Transaction.
- 1.13 Card Transactions can only be executed up to the Utilization Limit, the volume of all Card Transactions, however, may not exceed the amount of available balance on the Account. The Client shall be liable for any damage incurred by the Bank by breaching the provisions according to the preceding sentence. As regards Card Transaction the amount of which is not known at the time when the Client gives consent to such Card Transaction, the Bank shall only block the funds in the Account with Client's consent. Client's consent must be granted for an accurate amount. Once the Bank learns the accurate amount connected with the Card Transaction, the Bank shall cancel blocking of such funds.
- 1.14 The Bank may reject the Authorization for the performance of any Card Transaction which would exceed the Utilization Limit for the execution of Card Transactions or the overdraft of the Account balance.
- 1.15 Only the Card Holder is entitled to perform Card Transactions, and only at third parties which are authorized to accept Payment Cards. The Client is liable for the breach of this obligation.
- 1.16 The Bank has a right to perform the Blocking of Debit Payment Card:
- a) For reasons relating to the security of the Debit Payment Card, or
  - b) For reasons of the suspicion of unauthorized or fraudulent use of the Debit Payment Card, or
  - c) Due to increased risk of Client's insolvency concerning the Client's ability to repay Bank receivables.
- 1.17 The Bank has no responsibility for possible damage incurred by the Client and/or the Card Holder as a result of Debit Payment Card Blocking.
- 1.18 The Bank shall report to the Client the Blocking of Debit Payment Card and its reasons before Blocking of the Debit Payment Card or without undue delay after its Blocking, unless such communication threatens security in the issue or acceptance of Debit Payment Card, or unless otherwise provided for in the Relevant Legal Regulations.

- 1.19 The Client can apply for the unblocking of temporarily blocked Debit Payment Card through new Internet Banking, Phone Banking or personally at the Bank's Point of Sale. The Bank is entitled to reject the unblocking of Debit Payment Card for security reasons or for other reasons according to the Business Terms and Conditions or Relevant Legal Regulations, and it shall inform the Client of it. Depending on the type of the Payment Card and on the reason of Blocking, the Bank can issue a new Payment Card to the Client instead of Payment Card unblocking, provided that the conditions are fulfilled for it according to the Contract, to the Business Terms and Conditions and the Relevant Legal Regulations.
- 1.20 The Debit Payment Card can be issued to the Client or to a Card Holder designated by the Client in the form and functionality of a Virtual Payment Card, based on the Client's Instruction. It contains data for the execution of payments on the Internet: (i) the card type Mastercard, (ii) the marking "Virtual card", (iii) the name of Card Holder, (iv) the entire card number, (v) the expiry date of the card and (vi) the CVC2 code. The Virtual Payment Card has no magnetic panel or chip, and it cannot be used in ATM and POS. Utilization Limits can be set for Virtual Payment Card only as a daily limit for Internet Card Transactions. All provisions related to the Debit Payment Card shall apply accordingly to the Virtual Payment Card with exceptions stated in this clause, unless the Overview of Selected Products and Services or the Instruction indicate otherwise.
- 1.21 The Bank is entitled to change the type of the Debit Payment Card at any time due to a change in its business policy, and the new type of the Debit Payment Card shall allow the Client to continue to perform at least the same Card Transactions as the original type of the Debit Payment Card. Activation of the Debit Payment Card by the Client/Card Holder shall be deemed to be acceptance of the change made.
- 2.3 On demand of the Card Holder, an ATM or Merchant shall issue a receipt (a document) demonstrating the execution of a Card Transaction. The Bank recommends that the Card Holder keeps such a receipt (a document) for inspection with the Statement in the respective period and for possible complaints.
- 2.4 Fees related to the administration and use of the Debit Payment Card are stated in the Schedule of Fees.
- 2.5 All Card Transactions, Interest on loans and Fees charged by the Bank with respect to the administration and use of the Debit Payment Card shall be charged to the Account for which the Debit Payment Card is issued. The Bank undertakes to inform the Client about the Account state and activities by producing a Statement (Article 2, Part X hereof). The Statement will also include information on the amount of the total currency conversion fees, expressed as a percentage premium to the latest available reference exchange rate of the EUR currency as announced by the European Central Bank, if the Card Transactions were made in the currency of an EU/EEA Member State other than the currency of the Account to which the Debit Payment Card was issued.
- 2.6 The Client is obliged to monitor their liability to the Bank resulting from any unapproved overdraft of money. The Client also acknowledges that the delivery of an invoice and/or of a Statement of the Account does not result in the creation of any Client's liability and/or is not the reason for the payment of financial resources drawn within unapproved overdraft. The Client is obliged to pay the Bank any drawn financial resources based on and in a manner agreed in the Business Terms and Conditions.
- 2.7 The Bank can reject the Authorization for the execution of any Card Transaction which would result in any exceeding of the Utilization Limit or of the available balance on the Account.

## **ARTICLE 2: Settlement and Payments of Debit Payment Card**

- 2.1 In case of any unauthorized overdraft of the Account above the limit of the available balance, the Bank has the right to carry out the Blocking of the Debit Payment Card.
- 2.2 The Bank shall debit Card Transactions made using a Payment Debit Card to the Account to which the Payment Debit Card was issued on the day of acceptance of the advice note of liability. The Bank shall debit Card Transactions executed on behalf of the Account to the Account at their nominal value. Card Transactions made in CZK, EUR, USD, GBP, CHF, RUB (if the currency of the Card transaction is different from the currency of the Account) will be converted and posted according to the Exchange Rate List valid at the moment of processing. Card Transactions made in other currencies (if the currency of the Card Transaction is different from the currency of the Account ) will be converted by the Bank according to Mastercard exchange rates into the settlement currency EUR and posted to the debit of the Account according to the Exchange List valid on the day of processing. For settlement purposes, the Bank shall use the exchange

## **ARTICLE 3: Issue and Use of Charge Payment Card**

- 3.1 This Article of the Business Terms and Conditions regulates mutual rights and obligations between the Bank and the Client arising out of the issue and use of a Charge Payment Card.
- 3.2 The Client shall have no legal right for the issue of the Charge Payment Card. A precondition for the issue of the Charge Payment Card is the submission of Instruction and an evaluation of Client's ability to pay their liabilities towards the Bank associated with the issue and use of the Charge Payment Card, as well as of other risks associated with the Client as a person, by the Bank. Based on the result of the above evaluation, the Bank shall issue a Charge Payment Card to the Client or send out a notice of rejection of Instruction for its issue to the Client indicating the reasons for rejection within 30 days of the receipt of Instruction. The Bank has a right to re-evaluate the Client's ability to repay the provided Loan Facility at any time, and should any reduction of Client's solvency be identified, the Bank is entitled to reduce the Loan Facility, of which it shall

- inform the Client, and/or carry out the Blocking of the Charge Payment Card.
- 3.3 The Charge Payment Card is the property of the Bank and is not transferable to any person other than the Client. The Client is entitled to request the Bank to issue or arrange the issue of a Charge Payment Card also for a Card Holder designated by the Client, the issuance or arranging of which, including its use by the Card Holder, shall be subject to the provisions of this article of the Business Terms and Conditions, as applicable. The Client is obliged to return the Charge Payment Card to the Bank upon the latter's call and is responsible for the return of all Charge Payment Cards that the Bank has issued or arranged to be issued to the Client or the Card Holder designated by the Client.
- 3.4 The Client can select Utilization Limits for the execution of Card Transactions, the amount of which may be unilaterally changed by the Bank for security reasons. The Bank shall have the right to change the Utilization Limits in total or individually (e.g. ATM or POS limit). The Bank shall promptly notify the Client of the change in the Utilization Limit including the statement of the grounds.
- 3.5 If there is a Signature Stripe on the Payment Charge Card, the Client is obliged to sign the Payment Charge Card immediately upon receipt of the Payment Charge Card using a standard writing means that cannot be removed from the Signature Stripe. The Client is obliged to ensure that the Card Holder also fulfils this obligation.
- 3.6 The Bank shall issue the Charge Payment Card normally within 30 days of the acceptance of the Instruction for the issue of a Charge Payment Card. The Client shall activate his/her Payment Charge Card
- a) by immediately performing a Contact Transaction via an ATM or POS terminal and entering the correct Payment Card PIN, or via new Internet Banking; or
  - b) through Phone Banking,
  - c) based on a signed protocol on the handover and takeover of the Charge Payment Card.
- In the case of (b) and (c) of this paragraph, the Payment Charge Card will be active no later than the next Business Day following receipt of the Client's request.
- 3.7 The Bank has a right to demand securing of the Total Receivable of the Bank in the form agreed by the parties in the Contract. The amount of Loan Facility shall be specified in the Instruction. The Bank is entitled, at any time during the term of Contract, to re-evaluate and change the amount of Loan Facility based on Client assessment and it shall notify the Client of this change along with an indication of the new amount of Loan Facility and of the reasons of such a change. The change of Loan Facility shall become effective upon delivery of the notice to the Client. If the Bank obtains indications that the Client's or Card Holder's action is contrary to or circumvents Relevant Legal Regulations, or is in contradiction to accepted principles of morality or to fair trade practices, or there is any repeated breach of these Business Terms and Conditions, as well as in the case of reasonable concerns about the repayment of the Total Receivable of the Bank, the Bank is entitled to execute the Blocking of the Charge Payment Card.
- 3.8 Within automatic renewal of the Charge Payment Card, the Bank shall issue a new Charge Payment Card and deliver it to the Client not later than before the expiration of the current Charge Payment Card. The Bank reserves the right not to renew the Charge Payment Card, of which it shall inform the Client.
- 3.9 Along with the issue of the Charge Payment Card, the Bank shall automatically open a Card Account. The Bank is entitled to cancel the Card Account if all Charge Payment Cards relating to the Card Account have been cancelled (by the Bank or the Client) or have expired and have not been renewed.
- 3.10 The Charge Payment Card shall expire on the last day of a calendar month marked on the Charge Payment Card.
- 3.11 The Bank reserves the right to distribute the Charge Payment Card and an envelope with Payment Card PIN in a manner selected by the Bank. As a rule, the Bank sends Charge Payment Card by separate registered mail to the Client's Correspondence Address or to the Card Holder's Correspondence Address specified by the Client, and separately sends an envelope with the Payment Card PIN by mail to the Client's Correspondence Address or to the Card Holder's Correspondence Address specified by the Client. The Client or the Card Holder is obliged to check the mail delivery for integrity. If the mail shows signs of disturbance, the Client or the Card Holder is obliged to demand a confirmation of damage to mail from the carrier and inform the Bank of this fact immediately.
- 3.12 The Client is obliged to immediately destroy the Charge Payment Card after the expiry of Charge Payment Card by cutting the magnetic panel of Charge Payment Card and/or ensure that the Card Holder complies with this obligation.
- 3.13 Upon receipt of the Charge Payment Card, the Client is obliged to check the Personal Data recorded on the Charge Payment Card and sign it immediately in the specified place and the Client is obliged to ensure that the Card Holder also fulfils this obligation. Only the person in whose name the Charge Payment Card was issued is entitled to use the Charge Payment Card. If necessary, the Bank is entitled to shorten the Personal Data recorded on the card so that their length is maximum 26 characters for MasterCard cards.
- 3.14 The Card Holder shall demonstrate their authorization for the performance of Card Transactions by entering the Payment Card PIN and/or by signature on the Confirmation of Sale; for cashless payments on the Internet and for the so-called MO/TO transactions by entering the number of the Charge Payment Card, of the validity of the Charge Payment Card and of the protective three-digit code of the Charge Payment Card – Card Verification Code (CVC2) and 3D Secure delivered to the Mobile Phone Number specified by the Client and ePIN. The Holder of a card marked with the Contactless Payment symbol can perform Contactless Payment. The Contactless Payment shall be made by tapping the Charge Payment Card or Technical Device on the POS terminal reader or ATM allowing Contactless Payments. The Utilization Limit for a single Contactless Payment was determined by the Bank up to the amount of EUR 50, Card Transaction amounting to EUR 50 or more must be authorized by the Card Holder by entering the Payment Card PIN or by their signature. The amount of

a Contactless Payment that does not require a Payment Card PIN may vary regionally and is set in local currency by the Mastercard company. The Payment Card PIN may also be requested for amounts of less than EUR 50, mainly for security reasons. However, the Card Holder acknowledges and agrees that the first Card Transaction with the Mastercard Charge Payment Card marked with the Contactless Payment symbol must be performed by inserting the Charge Payment Card either into a POS terminal or into an ATM, and by entering the Payment Card PIN. Only after this Card Transaction it is possible to use the Charge Payment Card contactless by tapping the POS terminal.

- 3.15 Repeated entering of a wrong Payment Card PIN or ePIN or of 3D Secure can be the reason for Charge Payment Card Blocking.
- 3.16 The Bank is entitled to allow the use of the Charge Payment Card in the Internet environment only with secured Identity Verification of the Card Holder through ePIN and 3D Secure.
- 3.17 Both the Bank and the Client have a right to restrict the use of Charge Payment Card at any time in the form of Blocking or cancellation of the Charge Payment Card.
- 3.18 The Bank has a right to perform the Blocking of Charge Payment Card:
  - a) For reasons relating to the security of the Charge Payment Card, or
  - b) For reasons of the suspicion of unauthorized or fraudulent use of the Charge Payment Card, or
  - c) Due to increased risk of Client's insolvency concerning the Client's ability to repay the Total Receivable of the Bank.
- 3.19 The Bank has no responsibility for possible damage incurred by the Client and/or Card Holder as a result of Charge Payment Card Blocking.
- 3.20 The Bank shall report to the Client the Blocking of Charge Payment Card and the reasons of Blocking, before carrying out the Blocking of the Charge Payment Card or without undue delay after its Blocking, unless such communication threatens security in the issue or acceptance of Charge Payment Card, or unless otherwise provided for in the Relevant Legal Regulations.
- 3.21 The Client can apply for the unblocking of temporarily blocked Charge Payment Card through new Internet Banking, Phone Banking or personally at the Bank's Point of Sale. For security reasons or for other reasons under the Business Terms and Conditions or according to the Relevant Legal Regulations, the Bank is entitled to reject the unblocking of the Charge Payment Card, of which it shall inform Client. Depending on the type of the Charge Payment Card and on the reason of Blocking, the Bank can issue a new Charge Payment Card to the Client instead of Charge Payment Card unblocking, provided that the conditions are fulfilled for it according to the Contract, to the Business Terms and Conditions and the Relevant Legal Regulations.
- 3.22 The Charge Payment Card can be issued to the Client, or to the Card Holder designated by the Client, in the form and functionality of a Virtual Payment Card, based on the Client's Instruction. It contains data for the execution of payments on the Internet: (i) the card type

Mastercard, (ii) the marking "Virtual card", (iii) the name of Card Holder, (iv) the entire card number, (v) the expiry date of the card and (vi) the CVC2 code. This information is printed on the physical version of the Virtual Payment Card with the size of a standard Payment Card (the Virtual Payment Card has no magnetic panel or chip, and it cannot be used in ATM, POS, Imprinter). Utilization Limits can be set for Virtual Payment Card only as a daily limit for Internet Card Transactions. All provisions related to the Charge Payment Card shall apply accordingly to the Virtual Payment Card with exceptions stated in this clause, unless the Overview of Selected Products and Services or the Instruction indicate otherwise.

- 3.23 The Bank can provide supplementary services for the Charge Payment Card, according to the current Bank offer. The supplementary services for the Charge Payment Card will be active until they are terminated based on a Client's special Instruction or expiry of the Charge Payment Card. The Payment Charge Card is not considered to be terminated by:
  - a) issuing a new Charge Card as part of its automatic renewal,
  - b) reissuing the Charge Card after its loss/theft or damage, whereas in such cases the supplementary services are also transferred in full to the renewed/reissued Charge Payment Card.

#### **ARTICLE 4: Settlement and Payments of Charge Payment Card**

- 4.1 The Card Holder is entitled to draw money with a Charge Payment Card maximum up to the amount of Loan Facility. In the case of any Loan Facility overdraft, the Bank has the right to carry out the blocking of the Charge Payment Card.
- 4.2 The Bank shall debit Card Transactions made using a Charge Payment Card to the Card Account on the day of acceptance of the advice note on liability. The Bank shall debit Card Transactions executed on behalf of Client's Card Account to the Client's Card Account at their nominal value. Card Transactions executed in the currencies CZK, EUR, USD, GBP, CHF, RUB (if the currency of the Card Transaction is different from the currency in which the Client's Card Account is held) will be converted and posted according to the Exchange List valid at the moment of processing. Card Transactions made in other currencies (if the currency of the Card Transaction is different from the currency in which the Client's Card Account is held) will be converted by the Bank according to the Mastercard exchange rates into the settlement currency EUR and posted to the debit of the Client's Card Account, according to the Exchange List valid on the day of processing. For settlement purposes, the Bank shall use the exchange rate Foreign exchange Sell or Foreign exchange Buy, depending on the executed Card Transaction and the Card currency.
- 4.3 On demand of the Card Holder, an ATM or a Merchant shall issue a receipt (a document) demonstrating the execution of a Card Transaction. The Bank recommends that the Card Holder keeps such a receipt (a document) for inspection with the Statement in the respective period and for possible complaints.

- 4.4 The minimum instalment of Owed Sum is not determined by the Bank.
- 4.5 Fees related to the administration and use of the Charge Payment Card are stated in the Schedule of Fees.
- 4.6 Card Transactions can only be executed up to Utilization Limits, the volume of all Card Transactions, however, may not exceed the amount of available and unused balance of the Loan Facility. The Client is liable for damage inflicted by the Bank as a result of the breach of the provision according to the preceding sentence.
- 4.7 The amount of late payment interest rate when a Monthly Instalment is not paid is determined by the Bank in the Declared Interest Rate and it is published on the Bank's Web Site and at the Bank's Points of Sale. The Bank is entitled to modify interest rates unilaterally depending on the development of market conditions. The Bank and the Client agree that the Bank shall publish the change of late payment interest rate at least fifteen days preceding the date of entry into force of the change and provide it to the Client in a durable medium.
- 4.8 All Card Transactions and Fees charged by the Bank with respect to the administration and use of the Charge Payment Card shall be settled to the debit of the Card Account. Simultaneously, all payments of the instalments of Owed Sum paid to the credit of the Card Account, shall be settled. Moreover, any and all possible costs and losses incurred by the Bank with respect to the use of Charge Payment Card, including any cost associated with possible recovery of the Total Receivable of the Bank towards the Client, shall be settled to the debit of Card Account.
- 4.9 The Client shall pay the Bank, by credit transfer to the Card Account, the Monthly Instalment. The Bank undertakes to inform the Client about the Card Account state and activities by producing a Statement (Article 2, Part X hereof). The Client is obliged to pay the Monthly Instalment duly and in time on the Maturity Date.
- 4.10 If the Monthly Instalment is not paid by the Maturity Date, or if it is paid only partially, the Bank is entitled to charge late payment interest for the amount corresponding to the amount of unpaid Monthly Instalment or its unpaid part according to the Declared Interest Rate.
- 4.11 If the Monthly Instalment is not paid by the Maturity Date, or if it is paid only partially, the Bank is entitled to execute the Charge Payment Card Blocking. By Charge Payment Card Blocking, the Client's obligation to pay the Monthly Instalments and the accessions shall not be extinguished.
- 4.12 Upon the payment of an amount that is higher than the Total Receivable of the Bank, the Card Account shall have a credit balance. The Bank does not charge interest for such a credit balance.
- 4.13 The Client is obliged to monitor their liability to the Bank resulting from drawing financial resources out of the Loan Facility. The Client also acknowledges that the delivery of an invoice and/or of a Statement of Card Account does not result in the creation of any Client's liability and/or is not the reason for the payment of drawn financial resources from the Loan Facility. The Client is obliged to pay the Bank any financial resources drawn from the Loan Facility based on and in a manner agreed in the Business Terms and Conditions, otherwise the Bank is entitled to bring its action before the courts, and, subsequently, assert its claim towards the Client through execution procedure affecting the Client's property.
- 4.14 The Bank may reject the Authorization for the performance of any Card Transaction which would exceed the Utilization Limit or the Loan Facility.
- 4.15 As regards the Card Transaction made using the Charge Payment Card, the amount of which is not known at the time when the Client gives consent to such Card Transaction, the Bank shall only block the funds in the Account with Client's consent. Client's consent must be granted for an accurate amount. Once the Bank learns the accurate amount connected with the Card Transaction, the Bank shall cancel blocking of such funds.

**ARTICLE 5: Issue and Use of Credit Payment Card**

- 5.1 This Article of the Business Terms and Conditions regulates mutual rights and obligations between the Bank and the Client arising out of the issue and use of a Credit Payment Card. The Client and the Bank shall express their desire to have a Credit Payment Card issued by making a separate contract. The Client understands that the legal relation between the Bank and the Client related to the issue and use of the Credit Payment Card has the character of a consumer credit agreement and the drawdown of financial resources using the Credit Payment Card is the drawdown of a consumer credit. The Bank is also entitled to grant a Credit Payment Card to a legal entity, in which case it is not a consumer loan, but the terms and conditions of the loan are the same. Provisions 5.6 and 5.7 of this article shall apply only to the Credit Payment Card with Security.
- 5.2 A precondition for the issue of the Credit Payment Card with Security is opening of a Security Deposit. If additional Deposits are opened, the Client may apply for the issue of another Credit Payment Card with Security, for which a special contract must be concluded between the Client and the Bank. The Client has no legal right for the issue of the Credit Payment Card. A precondition for the issue of the Credit Payment Card is an evaluation of Client's ability to pay their liabilities towards the Bank associated with the issue and use of the Credit Payment Card, as well as of other risks associated with the Client as a person, by the Bank. Based on the result of the above evaluation, the Bank shall issue a Credit Payment Card to the Client or send out a justified notice of the rejection of Credit Payment Card issue to the Client in a manner agreed in the Contract. The Bank has a right to re-evaluate the Client's ability to repay the provided Loan Limit at any time, and should any reduction of Client's solvency be identified, the Bank is entitled to reduce the Loan Limit, and/or block the Credit Payment Card, which shall be reported to the Client.
- 5.3 The Credit Payment Card is the property of the Bank and is not transferable to any person other than the Client. The Client is obliged to return the Credit Payment Card to the Bank upon the latter's call.

- 5.4 Unless the Client provided Utilization Limits for the Credit Payment Card in the Contract or in the Instruction, the Bank shall set the following Utilization Limits as daily limits:
- a) ATM limit: 2 000,- EUR;
  - b) POS limit: 2 000,- EUR;
  - c) MAX (total) limit: 2 000,- EUR.
- The Bank may unilaterally change the Utilization Limits for security reasons. The Bank has the right to change the Utilization Limits in total or individually (e.g. ATM or POS limit). The Bank shall promptly notify the Client of the change in the Utilization Limit and the grounds thereof. If there is a Signature Stripe on the Credit Payment Card, the Client is obliged to sign the Credit Payment Card immediately upon its takeover, using a standard writing means that cannot be removed from the Signature Stripe. The Client is obliged to ensure that the Card Holder also fulfils this obligation.
- 5.5 The Credit Payment Card shall be issued by the Bank only in the Client's name. The Bank shall issue the Credit Payment Card as a rule within 30 days of making the Contract and for a Credit Payment Card with Security only after the establishment of the Security Deposit. The Client shall activate their Credit Payment Card by:
- a) immediately executing a Contact Transaction via an ATM or POS terminal and entering the correct Payment Card PIN, or through new Internet Banking; or
  - b) through Phone Banking, or
  - c) based on a signed protocol on the handover and takeover of the Credit Payment Card.
- In the case of (b) and (c) of this paragraph, the Credit Card shall be active no later than the next Business Day following receipt of the Client's request. The Client is entitled to request the Bank to issue or arrange the issue of a Credit Payment Card without Security also for a Card Holder designated by the Client, the issuance or arranging of which, including its use by the Card Holder, shall be subject to the provisions of this article of the Business Terms and Conditions, as applicable.
- 5.6 The Bank has a right to demand securing of the Total Receivable of the Bank in the form agreed by the parties in the Contract. The Bank has set out the amount of Loan Limit based on the amount of the Security Deposit in the amount of 20% of the amount of the Security Deposit at the time of Contract conclusion. If the amount of the Security Deposit is reduced, the Bank shall automatically modify the amount of the Loan Limit to 20% of the amount of the Security Deposit.
- 5.7 The Bank shall be entitled to conclude an amendment to the Contract with the Client, which will replace the Security Deposit by another Deposit, which will become a new Security Deposit upon signing the amendment to the Contract. The Bank shall execute the technical change pursuant to the preceding sentence no later than the next Business Day following the signing of the Contract Amendment. The Bank shall change the Final Maturity Date and the amount of the Loan Limit in accordance with the Credit Payment Card settings set out above.
- 5.8 If the Bank obtains indications that the Client's action is contrary to or circumvents Relevant Legal Regulations, or is in contradiction to accepted principles of morality or to fair trade practices, or there is any repeated breach of these Business Terms and Conditions, as well as in the case of reasonable concerns about the repayment of the Total Receivable of the Bank, the Bank is entitled to execute the Blocking of the Credit Payment Card. The Bank shall report to the Client the blocking of Credit Payment Card and the reasons of such blocking, before blocking of the Credit Payment Card or without undue delay after its blocking, unless such communication threatens security in the issue or acceptance of Credit Payment Card, or unless otherwise provided for in the Relevant Legal Regulations.
- 5.9 Within automatic renewal of the Credit Payment Card, the Bank shall issue a new Credit Payment Card and deliver it to the Client not later than before the expiration of the current Credit Payment Card. The Bank reserves the right not to renew the Credit Payment Card, of which it shall notify the Client.
- 5.10 Along with the issue of the Credit Payment Card, the Bank shall automatically open a Card Account.
- 5.11 The Credit Payment Card with Security shall expire (i) on the last day of a calendar month marked on the Credit Payment Card or (ii) on the day of expiry of the period of Security Deposit tenure or (iii) on the date specified in the Bank's termination agreement with the Client or (iv) on the last day of the notice period after the Client/Bank has given notice. The Bank is entitled to execute the Blocking of Credit Payment Card and to reduce the Loan Limit to 0 EUR not later than 30 days before the end of the period of Security Deposit tenure. The validity of the Credit Payment Card without Security will expire (i) on the last day of the calendar month indicated on the Credit Payment Card or (ii) on a date determined in the agreement between the Bank and the Client on termination thereof or (iii) on the last day of the notice period following the giving of notice by the Client or the Bank.
- 5.12 The Bank reserves the right to distribute the Credit Payment Card and an envelope with Payment Card PIN in a manner selected by the Bank. As a rule, the Bank sends Credit Payment Card by separate registered mail to the Client's Correspondence Address or to the Card Holder's Correspondence Address specified by the Client, and separately sends an envelope with the Payment Card PIN for the Credit Payment Card by mail to the Client's Correspondence Address or to the Card Holder's Correspondence Address specified by the Client. The Client or the Card Holder is obliged to check the mail delivery for integrity. If the mail shows signs of disturbance, the Client or the Card Holder is obliged to demand a confirmation of damage to mail from the carrier and inform the Bank of this fact immediately.
- 5.13 The Client is obliged to immediately destroy the Credit Payment Card after the expiry of Credit Payment Card by cutting the magnetic panel of Credit Payment Card and/or to ensure that this obligation is fulfilled by the Card Holder.
- 5.14 Upon receipt of the Credit Payment Card, the Client is obliged to check the Personal Data recorded on the Credit Payment Card and sign it immediately in the specified place, and the Client is obliged to ensure that the Card Holder also fulfils this obligation. Only the

- person in whose name the Credit Payment Card was issued is entitled to use the Credit Payment Card. If necessary, the Bank is entitled to shorten the Personal Data recorded on the Payment Card so that their length is maximum 26 characters for Mastercard Payment Cards.
- 5.15 The Card Holder shall demonstrate their authorization for the performance of Card Transactions using the Credit Payment Card by entering the Payment card PIN and/or by signature on the Confirmation of Sale; for cashless payments on the Internet and for the so-called MO/TO transactions by entering the number of the Credit Payment Card, of the validity of the Credit Payment Card and of the protective three-digit code of the Credit Payment Card – Card Verification Code (CVC2), 3D Secure delivered to the Card Holder's Mobile Phone Number and ePIN. The Holder of a card marked with the Contactless Payment symbol can perform Contactless Payment. The Contactless payment shall be made by tapping the Credit Payment Card or Technical Device on the POS terminal reader or ATM allowing Contactless Payments. The Utilization Limit for a single Contactless Payment was determined by the Bank up to the amount of EUR 50; Card Transactions amounting to EUR 50 and more must be authorized by the Card Holder by entering the Payment Card PIN or by their signature. The amount of a Contactless Payment that does not require a Payment Card PIN may vary regionally and is set in local currency by the Mastercard company. The Payment Card PIN may also be requested for amounts of less than EUR 50, mainly for security reasons.
- 5.16 The Bank may provide supplementary services to the Credit Payment Card in accordance with the Bank's current offer. Supplementary services to the Credit Payment Card will be active until terminated by a specific Instruction of the Client or by expiry of the Credit Payment Card. The Credit Payment Card is not considered to be terminated:
- a) By issuance of a new Credit Payment Card as part of its automatic renewal,
  - b) By reissuance of the Credit Card after its loss, theft, damage, or due to a change in the Bank's business policy, whereby the supplementary services in these cases are also transferred in full to the renewed/reissued Credit Card.
- 5.17 Repeated entering of a wrong Payment Card PIN or ePIN or of 3D Secure can be the reason for Credit Payment Card Blocking.
- 5.18 The Bank is entitled to allow the use of the Charge Payment Card in the Internet environment only with secured Identity Verification of the Card Holder through 3D Secure.
- 5.19 The Bank shall issue Credit Payment Card with blocked functionality of Internet Card Transactions. The Bank shall allow the unblocking of Internet Card Transactions for a Credit Payment Card at the request of the Client, whereas the Bank reserves the right to reject the application without giving any reason whatsoever.
- 5.20 Both the Bank and the Client have a right to restrict the use of Credit Payment Card at any time in the form of Blocking or cancellation of the Credit Payment Card.
- 5.21 The Bank has a right to perform the Blocking of Credit Payment Card:
- a) For reasons relating to the security of the Credit Payment Card, or
  - b) For reasons of the suspicion of unauthorized or fraudulent use of the Credit Payment Card, or
  - c) Due to increased risk of Client's insolvency concerning the Client's ability to repay the Total Receivable of the Bank.
- 5.22 The Bank has no responsibility for possible damage incurred by the Client as a result of Credit Payment Card Blocking.
- 5.23 The Bank shall report to the Client primarily over the phone, and if not possible to contact the Client over the phone, then also in a manner agreed in the Contract, the blocking of Credit Payment Card and the reasons of such blocking, before blocking of the Credit Payment Card or without undue delay after its blocking, unless such communication threatens security in the issue or acceptance of Credit Payment Card, or unless otherwise provided for in the Relevant Legal Regulations, the Client can apply for the unblocking of Credit Payment Card through new Internet Banking, Phone Banking or personally at the Bank's Point of Sale. For security reasons or for other reasons under the Business Terms and Conditions or according to the Relevant Legal Regulations, the Bank is entitled to reject the unblocking of the Credit Payment Card, which shall be communicated to the Client over the phone, and if not possible to contact the Client over the phone, then also in a manner agreed in the Contract for communication with the Client. Depending on the type of the Credit Payment Card and on the reason of its Blocking, the Bank can issue a new Credit Payment Card to the Client instead of Credit Payment Card unblocking, provided that the conditions are fulfilled for it according to the Contract, to the Business Terms and Conditions and the Relevant Legal Regulations.
- 5.24 The Bank may reject the Authorization for the performance of any Card Transaction which would exceed the Utilization Limit or the Loan Limit.
- 5.25 As regards the Card Transaction made using the Credit Card, the amount of which is not known at the time when the Client gives consent to such Card Transaction, the Bank shall only block the funds in the Account with Client's consent. Client's consent must be granted for an accurate amount. Once the Bank learns the accurate amount connected with the Card Transaction, the Bank shall cancel Blocking of such funds.
- 5.26 The Bank is entitled to change the type of the Credit Payment Card at any time due to a change in its business policy, and the new type of the Credit Payment Card shall allow the Client to continue to perform at least the same Card Transactions as the original type of the Credit Payment Card. Activation of the Credit Payment Card by the Client/Card Holder shall be deemed to be acceptance of the change made.

## ARTICLE 6: Settlements and Payments of Credit Payment Card

- 6.1 The Client is entitled to draw money with a Credit Payment Card maximum up to the amount of Loan Limit. In the case of any Loan Limit overdraft, the Bank has the right to block the Credit Payment Card.
- 6.2 The drawdown of the Loan Limit is only possible using the Credit Payment Card for payment transactions according to the Business Terms and Conditions. The Bank is not obliged to execute a payment transaction exceeding the available balance of Loan Limit.
- 6.3 The Bank shall debit Card Transactions made using a Credit Payment Card to the Card Account on the day of acceptance of the advice note on liability. The Bank shall debit Card Transactions executed on behalf of Client's Card Account to the Client's Card Account at their nominal value. Card Transactions executed in the currencies CZK, EUR, USD, GBP, CHF, RUB (if the currency of the Card Transaction is different from the currency in which the Client's Card Account is held) will be converted and posted according to the Exchange List valid at the moment of processing. Card Transactions made in other currencies (if the currency of the Card Transaction is different from the currency in which the Client's Card Account is held) will be converted by the Bank according to the Mastercard exchange rates into the settlement currency EUR and posted to the debit of the Client's Card Account according to the Exchange List valid on the day of processing. For settlement purposes, the Bank shall use the exchange rate Foreign exchange Sell or Foreign exchange Buy, depending on the executed Card Transaction and the Card currency.
- 6.4 The minimum instalment of Owed Sum is determined by the Bank only for a Credit Payment Card without Security.
- 6.5 Fees related to the administration and use of the Credit Payment Card are stated in the Bank Schedule of Fees. Information on remuneration, annual percentage rate of cost and on the total amount that the Client must pay, as well as information on the average value of annual percentage rate of cost for this type of consumer credit is provided to the Client on conclusion of the Contract as its annex. Information on Fees for the administration of the Current Account and of the Deposit Account is stated in the Schedule of Fees.
- 6.6 A credit provided through the Credit Payment Card with Security can be drawn down maximum up to the 30th day preceding the date of expiry of Security Deposit tenure; as at this day the Bank shall reduce the Loan Limit to EUR 0.
- 6.7 A credit provided through the Credit Payment Card can be repaid at any time cashless during the term of contractual relation. The Bank shall charge no Fee for such a repayment.
- 6.8 The amount of Interest Rate on the loan, including the interest on late payment, is determined by the Bank in the Declared Interest Rate and published on the Bank's Web Site and in the Bank premises. The Bank is entitled to modify interest rates unilaterally depending on the development of market conditions. The Bank and the Client agree that the Bank shall publish the change of Interest Rate at least fifteen days preceding the date of entry into force of the change.
- 6.9 Any information on a change of the Interest Rate on the loan or of the Schedule of Fees shall be reported by the Bank to the Client in a durable medium, at least 15 days preceding the date of entry into force of the change.
- 6.10 All Card Transactions, Interest on loans and fees charged by the Bank with respect to the administration and use of the Credit Payment Card shall be settled to the debit of the Card Account. Simultaneously, all payments of the instalments of the Total Receivable of the Bank paid to the credit of the Card Account, shall be settled. Moreover, any and all possible costs and losses incurred by the Bank with respect to the use of Credit Payment Card, including any cost associated with possible recovery of the Total Receivable of the Bank towards the Client, shall be settled to the debit of Card Account. The Client shall pay the Bank, by credit transfer to the Card Account, the amount of Card Transactions, Interest on loans and fees that the Bank charges with respect to the administration and use of the Credit Payment Card. The Bank undertakes to inform the Client on the balance and movements on the Card Account by preparing a Statement (Article 2 of Part X of the Business Terms and Conditions). For Credit Payment Cards without Security, the Client may also choose automatic repayment of the minimum instalment, which will be made by the Bank from the Current Account.
- 6.11 If the Client repays the entire Loan Principal not later than on the Business Day preceding the 20th day of a month following the Settlement Period in which the Card Transaction/Transactions was/were made, the Loan Principal shall bear no interest, and the Client shall only pay the Bank the amount of Card Transactions and fees stated in the Statement of Card Account. The prerequisite is that the Total Receivable of the Bank is settled.
- 6.12 If the Client does not repay the entire Loan Principal as per the previous Clause hereof, the Loan Principal shall bear an Interest Rate for the credit starting from the day of processing of Card Transaction to the debit of Card Account until the Payment Date. In the calculation of Interest on the credit, the Card Transactions, e.g. "cash withdrawal" or "cashless purchase of goods or service," are not distinguished.
- 6.13 Upon the payment of an amount that is higher than the Total Receivable of the Bank, the Card Account shall have a credit balance. The Bank does not charge interest for such a credit balance.
- 6.14 Upon the payment to the credit of the Card Account the Bank shall update the Loan Limit of Card Account during the following Business Day after the payment day.
- 6.15 If the Client is in default of payment of the Total Receivable of the Bank, the Bank is entitled to set off the Total Receivable of the Bank against the Client's claim for payment of funds after settlement of the Security Deposit.
- 6.16 The Client is obliged to monitor their liability to the Bank resulting from drawing financial resources out of the Loan Limit. The Client also acknowledges that the delivery of an invoice and/or of a Statement of account does not result in the creation of any Client's liability

and/or is not the reason for the payment of financial resources drawn from the Loan Limit. The Client is obliged to pay the Bank any financial resources drawn from the Loan Limit based on and in a manner agreed in the Contract and Business Terms and Conditions, otherwise the Bank is entitled to bring its action before the courts, and, subsequently, assert its claim towards the Client through execution procedure affecting the Client's property.

#### **ARTICLE 7: Security Instructions for Payment Card and Common Provisions for Payment Cards**

- 7.1 The Card Holder is obliged to keep the Payment Card in a secure location, protect it against any loss and theft, misuse, against direct magnetic field or against mechanical and thermal damage. The Card Holder shall be liable for the security of the Payment Card and for not disclosing the Payment Card PIN and ePIN, 3D Secure and verification code sent to the Card Holder for the purpose of adding the Payment Card to a third-party application (Apple Pay, Google Pay, etc.) to any third party.
- 7.2 The Card Holder is obliged to ensure secrecy of the Payment Card PIN and Payment Card ePIN (not to disclose the Payment Card PIN and Payment Card ePIN to another person, not to record it on the Payment Card or in any paper, document or recording medium, stored close to the Payment Card, etc.). In the event of breach of any single or of several obligations under the Business Terms and Conditions, it shall be treated as gross negligence by the Card Holder according to the Act on Payment Services.
- 7.3 The Card Holder is obligated to take such safety measures to prevent any loss, misuse, damage to or theft of the Payment Card or of the data contained thereon. The Card Holder shall acknowledge that upon activation of the Payment Card, he/she is liable for all Card Transactions made with the Payment Card.
- 7.4 Should any loss, damage to or theft of the Payment Card occur, or if there is any threat of the misuse of Payment Card for any reason, the Client and/or the Card Holder shall ensure that such a fact is notified to the Bank immediately. Any loss, theft, misuse or unauthorized use of the Payment Card by third party shall be reported by the Client and/or by the Card Holder immediately over the phone to the telephone number +420 800 226 558 (available also in the Slovak Republic, free for calls within the Czech Republic) or to the tel. number +421 800 900 500.
- 7.5 If the notifier does not know the Payment Card number, they must provide other data according to which the Payment Card can be identified.
- 7.6 Client's liability for any damage, i.e. including any inflicted damage or unjustified enrichment, resulting from the misuse of Payment Card as a result of its loss, or theft shall be up to EUR 50 until the moment of reporting the event of loss or theft of the Payment Card as per Clause 7.4 of this Article hereof. If the Client and/or the Card Holder committed gross negligence or acted fraudulently, the Client shall bear full liability for any damage incurred by the Bank or for its own damage. Client shall not bear the financial losses if such losses

result from the use of a lost, stolen, or misused Payment Card from the moment of reporting the event of loss or theft of the Payment Card as per Clause 7.4 of this Article hereof; however, this shall not apply if the Client acted fraudulently.

- 7.7 The Client can apply for the Blocking of any Payment Card. The Card Holder can only apply for the Blocking of the Payment Card which is held by the Holder as an authorized holder. The Blocking of a Payment Card can be requested primarily over the phone at the telephone numbers stated in Clause 7.4 of this Article hereof, through new Internet Banking or personally at Bank's Points of Sale. The Client can apply for the cancellation of temporary Blocking for a Payment Card for which the Blocking was not executed at direction of the Bank. The Card Holder can apply for the cancellation of temporary Blocking for a Payment Card for which the Blocking was not executed at direction of the Bank, if the Holder is its authorized holder. It is possible to request the cancellation of temporary Blocking for a Payment Card via new Internet Banking, Phone Banking or personally at the Bank's Point of Sale. The Bank is entitled to reject the unblocking of Payment Card for security reasons or for other reasons according to the Business Terms and Conditions, of which it shall inform the Client. Depending on the type of the Payment Card and on the reasons of Blocking, the Bank can issue a new Payment Card to the Client instead of Payment Card unblocking, provided that the conditions are fulfilled for it according to the Contract, to the Business Terms and Conditions and the Relevant Legal Regulations.
- 7.8 The Bank is entitled to reduce the validity of Payment Card temporarily or permanently due to Payment Card security, in particular if there is a suspicion of its unauthorized or fraudulent use. Before reducing the Payment Card validity, or, if that is not possible, then without undue delay after reducing the Payment Card validity, the Bank shall inform the Card Holder of such a reduction of Payment Card validity. This obligation shall not apply where the disclosure of such information could frustrate the purpose of Payment Card reduction, or where it would be in contradiction to the Relevant Legal Regulations. The Bank shall bear no liability for any possible damage that might be incurred by the Client or by the Card Holder as a result of temporary or permanent reduction of Payment Card validity. As soon as the reasons for the reduction of Payment Card validity no longer exist, the Bank shall immediately cancel this reduction of Payment Card validity or issue a new Payment Card to the Card Holder.
- 7.9 If the Card Holder wishes to prevent the misuse of Payment Card for any reasons other than the reasons of loss or theft of Card, they can apply for its temporary Blocking.
- 7.10 Not later than 18 months after the notification as per Clause 7.4 of this Article hereof, the Client can ask the Bank for written confirmation to prove that the loss, misuse, damage to or theft of Payment Card has been reported to the Bank.
- 7.11 In the event of any loss or theft of Payment Card, the Bank shall offer the issue of a new Payment Card to the Client and agree upon the conditions of its takeover.

7.12 Any breach of the obligations arising out of this Article committed by the Client and/or by the Card Holder shall be treated as a serious breach of the Contract, and the Client shall be fully liable for any and all losses and damage, until such time as they are reported to the Bank, as per Clause 7.4 of this Article hereof.

7.13 In the processing of Card Transactions executed by Payment Card abroad it is not possible to claim amounts resulting from exchange rate differences. An exchange rate difference can occur between the day of Card transaction and the day of Card transaction settlement, or on the basis of Card Transaction conversion into the currency used for settlement, and subsequently into the account currency (the Card Currency). Should any credit Card Transaction be executed for any already executed debit Card Transaction, under the impulse of another bank or business facility that executed the previous debit Card Transaction, the Bank shall bear no liability for any possible exchange rate difference in the amount of converted amounts, resulting from the time gap between presenting the debit Card Transaction and credit Card Transaction.

The Client has no right to claim the exchange rate difference for ATM withdrawals or for Card Transactions executed through POS terminals, if the possibility of withdrawal or a Card Transaction with/without the conversion had been offered to the Client, and the Client chose a Card Transaction with conversion.

7.14 Immediately after the execution of a Card Transaction in a currency of an EU/EEA Member State, other than the currency of the Account or the currency of the Card Account, associated with the Payment Card with which the said Card Transaction was executed and which was issued on the basis of an Instruction of a Client who is a natural person who is not an entrepreneur, the Bank shall send the Card Holder information on the amount of the total currency conversion fees, expressed as a percentage premium to the last available reference exchange rate of the EUR currency as announced by the European Central Bank. The information pursuant to the preceding sentence shall be sent by the Bank as part of the Card Transaction notification sent to the Card Holder upon the execution of any Card Transaction (hereinafter the **"Card Transaction notification"**), by SMS to the Card Holder's mobile telephone number designated for sending Card Transaction notifications or designated for sending the 3D Secure, or by e-mail to the e-mail address designated for sending Card Transaction notifications, or via JTB TOKEN, as the case may be. The Client and the Card Holder are entitled to request the Bank to cease sending information on the amount of the total currency conversion fees, expressed as a percentage premium to the latest available reference exchange rate for the EUR currency as announced by the European Central Bank, in any manner agreed in the Business Terms and Conditions for communication with the Bank. In the event of such a request, the Bank shall also cease sending Card Transaction notifications to the Card Holder. In the event of a request to cease sending Card Transaction notifications, the Bank shall also cease sending the Card Holder information on the amount of the total currency conversion fees, expressed as a

percentage premium to the last available reference exchange rate for the EUR currency as announced by the European Central Bank. If the Payment Card has been issued on the basis of an Instruction of a Client who is not a natural person who is not an entrepreneur, the Bank shall send the Card Holder information on the amount of the total currency conversion fees, expressed as a percentage mark-up to the last available reference exchange rate of the EUR currency announced by the European Central Bank in the manner provided for in this clause of the Business Terms and Conditions, only if a Card Transaction notification has been activated in respect of such a Payment Card.

## **PART IX: Credit Trades and Bank Guarantees**

### **ARTICLE 1: General Provisions for Contractual Credit Relationships**

- 1.1 Provisions of this Part hereof only apply to the Clients who are provided loans based on a separate contract and do not apply to the provision of loans to Clients who are consumers. The conditions for providing consumer loans are regulated directly in the loan agreement concluded between the Bank and the Client.
- 1.2 The Bank provides the Client with performance on the basis of a Contract concluded between the Bank and the Client.
- 1.3 Unless otherwise specified by the Contract, the Client shall be deemed to have submitted a duly filled request for performance by the Bank, which contains true, up-to-date, undistorted and non-misleading information, by signing the Contract.
- 1.4 The Bank is entitled to require the Client to provide an officially certified translation into the Slovak language upon the submission of a document in a language other than the Slovak language.

### **ARTICLE 2: Performance Fulfilment**

- 2.1 The provision of fulfilment by the Bank based on the Contract shall mean the following for the purposes of the provisions of this Article:
  - c) the granting of credit for a credit agreement or overdraft loan under an overdraft agreement,
  - d) issuing the guarantee certificate and handing over the guarantee certificate in accordance with the bank guarantee agreement.
- 2.2 The Bank shall provide the Client with performance if the conditions for performance provided in the Contract are fulfilled.
- 2.3 In the event that the Bank's performance under the Contract is to be provided to the Client on the Client's Current Account maintained by the Bank, the Client undertakes not to cancel the Current Account or take steps leading to such cancellation before any of the Bank's claims against the Client arising from the Contract or Associated Agreements cease to exist.

### **ARTICLE 3: Interest, fees and costs**

- 3.1 For the provision of the loan, the Client is obliged to pay interest in accordance with the terms of the Contract and the Terms and Conditions.

- 3.2 Interest is payable for an interest period, the length of which is set in the Contract; as a rule, the interest period is a calendar month, calendar quarter or calendar year.
- 3.3 The interest rate may be agreed in the Contract as a fixed interest rate or floating interest rate. The fixed interest rate is set by the Contract and its amount does not change over the duration of the Contract. Floating interest rate is an interest rate, the amount of which changes for each interest period depending on the development of a certain index and the amount of which is determined in the manner specified in the Contract. Unless otherwise provided in the Contract, the interest rate applicable for a particular interest period is determined at the floating interest rate prevailing on the day immediately preceding the first day of the interest period. Unless otherwise specified in the Contract, the interest rate is assumed to be fixed per annum (p.a.). The interest rate is based on the assumption that the year is 365 days long.
- 3.4 If it is not objectively possible to determine the EURIBOR rate and this rate is the reference rate for the calculation of the floating interest rate, the Bank will be entitled to determine the interest rate for the calculation of the interest for the relevant interest period as the rate in percentages per annum. equal to the sum of the Bank's margin and the Bank's rates notified to the Client at the latest on the relevant due date, this percentage being the costs incurred by the Bank for refinancing the interest it has obtained from any reasonable and justifiable source.
- 3.5 The Contracting Parties agree that if the Bank's refinancing costs at the time of interest rate determination exceed the EURIBOR rate or the rates determined in accordance with the previous clause hereof, the Bank shall be entitled to determine the interest rate for the calculation of interest for the relevant interest period as the rate in percentages p.a. equal to the sum of the Bank's margin and the Bank's rate notified by the Bank no later than the relevant due date of the interest, this percentage being the costs incurred by the Bank for refinancing the funds it has obtained from any reasonable and justifiable source.
- 3.6 If the Client is in default in fulfilling any financial obligation arising from the Contract, Associated Agreements, or Associated Relationships, they are required to pay interest on late payment of 25% p.a. of the due amount unless otherwise specified by the Contract. Where the amount of interest under Clauses 3.4 and 3.5 of this Article hereof exceeds the amount of interest on late payments set out in the preceding sentence, in which case the amount of late payment interest shall be determined as a percentage rate 10% higher than the percentage interest rate, effective from the first day on which the interest rate exceeded the interest rate on late payments.
- 3.7 The Client's duty to pay the interest on late payment shall not be affected by the Client's obligation to compensate the Bank for damages.
- 3.8 The Client shall be obliged to pay the Fees for performance to the Bank, provided the Contract or the Fee Schedule governs this. The specific amount of the fee is set by the Contract or the Fee Schedule. Unless the Contract stipulates otherwise, the Bank is entitled to make a collection from the Current Account of the Client in the amount of the due fee, and in the event that there will be insufficient funds in the Current Account, as well as any other Client's account with the Bank. In the event that the Client does not have a current account or another account in the Bank, they are obliged to pay the fee in cash or make a non-cash deposit to the account specified by the Bank. If the Client is obliged to pay a fee for processing the loan, they are obliged to pay it in full even if the Client does not use the entire loan facility or fulfilment under the Contract in its entirety.
- 3.9 If the Contract is terminated prior to the provision of performance by the Bank, the Client is obliged to pay the fee for the performance of the fulfilment or the processing fee on the date of termination of the Contract.
- 3.10 The Client shall be obliged to reimburse the Bank upon its written request for any expenditure expeditiously incurred by the Bank (including any VAT) in connection with the protection or enforcement of the Bank's rights and claims under the Contract or Associated Agreements, including the costs of legal proceedings and legal representation of the Bank in connection with such enforcement and protection.
- 3.11 The Client shall be obliged to reimburse the Bank, at its written request, for any costs expediently incurred by the Bank in connection with the Contract, Associated Agreements, or Associated Relationships. Expenditure that is expediently incurred is deemed to be the cost of remuneration for the Bank's external advisers in respect of any change to the Contract, including the preparation of amendments to the Contract, the conclusion or modification of the Security Document or an addendum to it, or in connection with the occurrence of a Material Breach of Contract or based on other serious circumstances.
- 3.12 The Bank shall promptly notify the Client of any increase in the Bank's costs incurred in relation to providing or maintaining the performance under the Contract or allowing any drawdown of funds under the Contract as a result of the adoption or amendment of any legislation of the Slovak Republic or of the National Bank of Slovakia as a result of any other external circumstances independent of the Bank's will. In such a case, the Client shall reimburse the Bank upon request for additional amounts which the Bank shall declare as necessary to offset its increased costs. Determination of these amounts by the Bank will be final and binding upon the Client, except for obvious errors.

#### **ARTICLE 4: Payment**

- 4.1 Any payments to be made by the Client in accordance with the Contract, Associated Agreements or Associated Relations will be made without any deductions, any current or future taxes or fees of any kind levied by any competent authority unless such deductions or levies are provided by law. In such a case, the Client shall pay such an additional amount to the Bank with each payment, so that the Bank receives the amount it would otherwise have received if there was no obligation to deduct the deduction or levy. However, the Client shall

- not be obliged to pay to the Bank any additional financial amount under the preceding sentence if: (i) the Bank has a tax liability relating to the payment for any reason other than being a creditor under the Contract; or (ii) the Bank would be entitled to receive the relevant without deduction or levy by applying the applicable exemption to the competent tax authorities in the prescribed manner.
- 4.2 The Client is required to fulfil all of their obligations under the Contract or the Associated Agreement in a timely manner under the procedure specified in the Contract and the Terms and Conditions.
- 4.3 Unless otherwise provided in the Contract, the Client shall repay monetary liabilities arising from the Contract, Associated Agreement, or Associated Relations by ensuring that the monetary funds in the Current/Internal Account are at least equal to the amount of the repayable obligation on the due date of the cash liability under the Contract. The Bank is entitled, on the due date of the cash liability, to collection funds from the Client's Current/Internal Account equal to the amount of the due payable. The Client's pecuniary obligation is deemed to have been met by the Bank's collection.
- 4.4 If the Client does not have a Current Account with the Bank, they shall pay the monetary liabilities arising from the Contract, Associated Agreement or Associated Relations by ensuring that, at the due date of the cash liability, funds are credited to the Bank's account specified in the Contract or Associated Agreement or notified by the Bank. In the event that the due date falls on a day that is not a Business Day, the Client is obliged to secure the funds at the latest on the last Business Day immediately preceding a Business Day.
- 4.5 The Bank shall not be deemed to be in default if it is shown that the conditions on the part of the Client to fulfil the subject matter of the Contract by the Bank are not fulfilled under the Contract, the Associated Agreement or in any connection with them.
- 4.6 All Bank's claims against the Client under the Contract, Associated Agreement, or Associated Relations are payable in the name of the liability. In the event that the Bank's receivables are met in a currency other than the Liability Currency, the currencies will also be converted into the Liability Currency according to the Bank's exchange rate applicable on the due date of the claim.
- 4.7 If the Client is in default against the Bank to fulfil any financial obligation, the Bank is entitled (but not obliged) to collect money from any of the Client's account with the Bank up to the amount the Client is in default with and before any other payments from these accounts, doing so without consent and without prior notice to the Client.
- 4.8 If payments received by the Bank from the Client are not sufficient for the payment of the Client's entire financial obligation, the received payments shall be accounted for the accessories first (the following order: the Bank's expense incurred for the exercise of the Bank's rights, interest on late payments, interest) and then the principal of the liability. The Client cannot determine that the payments made by or received by the Bank from the Client will be counted in a manner other than that set out in the previous sentence.
- 4.9 If the Client has a number of monetary liabilities to the Bank from the Contract, Associated Agreements, or Associated Relations, payments made by or on behalf of the Bank will be used to meet: (i) liabilities not secured against secured liabilities, (ii) liabilities due before liabilities due at a later date, (iii) compensation for damages and a contractual fines before a pecuniary claim from causing the damage or the obligation to pay a contractual fine
- 4.10 Any payments and repayments that the Client pays before the due date of the Client's liabilities have no effect on the calculation of interest and the Bank records them as early repayments accrued at the due date of the Client's contractual liability as agreed in the Contract.
- ARTICLE 5: Performance Fulfilment and Insurance**
- 5.1 The Client shall be required to provide the Security required by the Contract, the Security Documents, and the Associated Agreements within the time limits specified therein. The Client is required to maintain this Security from the time of its creation to the termination of any Bank's claims arising out of or in any way related to the Agreement, Associated Agreements, Security Documents, or any arrangements related thereto.
- 5.2 If it ceases to exist or if the value of any Security is impaired, the Client shall be obliged to add such Security at least to the original extent. The Client shall also be required to provide security if, after the conclusion of the Contract, reasonable doubt arises that the Client does not fulfil their obligations under the Contract, Security Documents, Associated Agreement or Associated Relations. The Client is obliged to notify the Bank that the security has deteriorated without undue delay after learning of this fact. The Client is obliged to add the Security also whenever the Contract, Security Documents or Associated Agreement so provide.
- 5.3 In the event that the Contract, Security Documents or Associated Agreement so provide, the Client shall be obliged to insure their movable and immovable property in an appropriate manner at a level corresponding to at least the amount of performance of the Bank under the Contract. The insurance must be concluded before the Bank provides its performance under the Contract with the Bank and must be maintained until the cessation of all Bank's claims against the Client under the Contract or the Associated Agreement. The Client is obliged to ensure the payment of the indemnity in favor of the Bank. The Client is required to provide the Bank with the above-mentioned insurance with the relevant documents, to the extent required by the Bank.
- ARTICLE 6: Client's Declaration**
- 6.1 The Client is required to make a declaration of the existence or non-existence of certain facts prior to the conclusion of the Contract or Associated Agreement or at any time upon a justified request of the Bank. The statement must be true, complete and not misleading. The Bank is entitled to request any statement necessary

to assess the ability of the Client to comply with the obligations of the Agreement, Associated Agreement or Associated Relations to assess the appropriateness of securing such obligations, compliance with the Bank's business requirements and Transaction Execution Requirements set forth in the Banking Act and other generally binding legal regulations (especially those of the National Bank of Slovakia).

- 6.2 All statements and assurances made by the Client must be true, unbiased and, where the nature of the case so permits, effective in all respects, on the required date of performance of the Contract. If the Client makes a statement that is untrue, incomplete or misleading, it is always considered to be a Material Breach of the Contract. The same shall apply if the Client refuses to make a statement the Bank is entitled to claim in accordance with the Contract, the Associated Agreement, the Business Terms and Conditions, the Banking Act and other generally binding legal regulations.
- 6.3 In the event of any change in the facts on which the Client has made a declaration, the Client shall, without undue delay, notify this change to the Bank.
- 6.4 Prior to the conclusion of the Contract, the Client shall be required to declare whether a person has a special relationship with the Bank and that all information provided by the Bank for the purpose of verifying that fact is true, complete and non-misleading.
- 6.5 Prior to the conclusion of the Contract, the Bank shall examine whether the Client is not a person having a special relationship with the Bank, according to the information submitted by the Client or by an account of persons having a special relationship with the Bank.
- 6.6 If the Client and the Bank have entered into a Loan Agreement (an Overdraft Agreement or other type of Loan Agreement), and if the data provided by the Client under Clauses 6.4 and 6.5 of this Article hereof prove to be untrue, not complete and not misleading, the loan, including Interest for the whole agreed loan period immediately payable on the date the Bank becomes aware of the untruth or incompleteness of the data. The Bank shall notify the Client without undue delay of the immediate maturity of the loan and interest.
- 6.7 If the Client and the Bank have entered into a Bank Guarantee Agreement, and if it is shown that the information provided by the Client under Clauses 6.4 and 6.5 of this Article hereof is not true, complete and non-misleading, the Bank Guarantee Agreement becomes null and void on the date on which the Bank learned of the untruthfulness of this data.

#### **ARTICLE 7: Client's Notification Obligation and Checking the Compliance with the Contractual Terms**

- 7.1 Unless otherwise provided by the Contract, the Client is required to provide the Bank with the following upon conclusion of the Contract and later for the duration of the Contract:
- a) the particulars and documents required by the Contract, the Security Documents and Associated Agreements, within the deadlines and in the form and content required by these documents,

- b) other documents and data required by the Business Terms and Conditions (such as data and documents necessary for the purpose of Identifying the Client or for the purposes set out in this part of the Terms and Conditions);
- c) the data and documents required by the relevant legislation, including the measures of the National Bank of Slovakia,
- d) any other documents that the Bank may rightfully require from the Client in connection with the Contract, Associated Agreements and Security Documents.
- 7.2 The Bank shall be entitled to require that any copy of the original document submitted to the Bank be certified by a notary or other competent authority. In the case of all foreign documents submitted by the Client to the Bank, the Bank reserves the right to require that these documents be super legalized or had an Apostille under the Hague Convention on the Abolition of the Requirement of Higher Verification of Foreign Public Documents of 1961.
- 7.3 The Bank shall be entitled, until full repayment of any Bank's claims arising out of or in any connection with the Contract, Associated Agreements, or Associated Relations, to assess the Client's ability to repay and fulfil other obligations to the Bank. The Bank also has the right to evaluate any person who forms with the Client a Group of Connected Clients and require from such person documents that enable the Bank to assess the impact of such person on the Client's ability to repay and meet other obligations to the Bank. If the Bank is required to obtain the consent of a person who forms with the Client a Group of Connected Clients, the Client is obliged to obtain this consent without delay.
- 7.4 The Client shall be obliged to allow the Bank, upon its request, to Contract, Associated Agreements, or Associated Relations, the Bank's Business Terms and Conditions, and any other documents or contracts that the Bank deems related to the performance of the Contract under the Contract, Associated Agreements, or Associated Relations, as well as check the conditions that affect or may affect, the ability to meet the Client's obligations under the Contract, Associated Agreements or Associated Relations.
- 7.5 The Bank is entitled to the following in relation to:
- a) Client's assessment, or
- b) checking the fulfilment of the conditions of the Contract, Associated Agreements, Associated Relations and Business Conditions of the Bank,
- c) checking the conditions that affect or may affect the ability of the Client to fulfill their obligations, it is entitled to request and obtain all information about the Client that the Bank considers necessary for this purpose, including information from third parties. If these third parties form a Group of Connected Clients with the Client, the Client is obliged to ensure the cooperation of these third parties in providing the requested information to the Bank.
- 7.6 The Client shall also provide the Bank, also without its express request, with all information demonstrating and proving the Client's ability to meet the obligations of the Contract, Associated Agreement, Security Documents or

Associated Relations, as well as all information and evidence of facts that they are aware of occurring or possibly occurring and that may affect the fulfilment of their duties, in particular information about the assets structure of the Client and the persons creating a Group of Connected Clients with the Client, about the mutual relations between these persons, about the changes in the Client's structure, changes in the statutory bodies of the Client, about significant upcoming investments and any significant changes in the declarations or information provided to the Bank.

7.7 The Client shall be obliged to allow the Bank and at their own expense provide reasonable conditions for the performance of the assessment and inspection under the Bank's Business Terms and Conditions, in particular to allow the Bank's authorized representatives or designated employees to enter their premises and facilities and the premises and facilities of the persons forming a concern or a Group of Connected Clients with the Client. In this context, the Client is also obliged to provide the Bank with all the required assistance, in particular from the statutory and other authorities of the Client or other senior executives and other persons (including auditors and lawyers) who are in a contractual relationship with the Client or any person who forms a Group of Connected Clients with the Client. The Client is obliged to pay the Bank for all reasonable costs incurred in exercising the rights under this article of the Business Terms and Conditions.

7.8 The Client shall be obliged to ensure the co-operation of third parties in the performance of the evaluation and inspection under these Business Terms and Conditions. If necessary in this respect, the Client shall, at the request of the Bank, immediately issue a power of attorney or other authorization enabling the Bank or a third party to exercise the inspections or evaluations pursuant to this article of the Business Terms and Conditions.

7.9 If the purpose of the performance was agreed in the Contract, the Client is not authorized to use the performance for any other purpose without the Bank's consent. The Client shall be required to submit to the Bank any documents that the Bank considers to be justifiable in terms of value and content, in order to demonstrate the fulfilment of the purpose of performance provided by the Bank to the Client. If the Bank requires the Client to submit a document for which a special legal regulation lays down specific requirements, the Client's obligation under this Clause is fulfilled if the required document submitted by the Client fulfils all the requirements under the relevant legislation.

7.10 The Bank may, in addition to a formal check, examine any document submitted or the purpose of the loan directly at any time by checking the subject financed under the Contract using persons designated by the Bank. The Client undertakes to reimburse the Bank for all costs legally incurred by the Bank in connection with the inspection of the fulfilment of the purpose set by the fulfilment provided by the Bank.

## **PART X: Common Provisions**

### **ARTICLE 1: Protection of Personal Data and Confidential Information**

1.1 In connection with negotiations over execution of the Contract and performance of the Contract, the Bank shall inform the Client of the scope and purpose of Client's Personal Data processing, of the entities that will process Client's Personal Data, of the Client's Personal Data processing method, and of other rights and detailed information in the area of Personal Data Protection by way of the "Personal Data Processing Information" document available at Bank's Points of Sale and on the Bank's web site [www.jtbanka.sk/uzitocne-informacie/osobne-udaje](http://www.jtbanka.sk/uzitocne-informacie/osobne-udaje).

1.2 Prior to execution of the Contract and during the term thereof, the Client is requested to provide the Bank with all Confidential Information and Personal Data necessary for the provision of Banking Services.

1.3 The Client and the Bank are obliged to hold Confidential Information in confidence, and protect the same against disclosure, misuse, damage, destruction, loss or theft. This obligation shall survive the termination of contractual relationship. The Client is obliged to hold Security Components in confidence, which were assigned to the Client, according to the Contract and to the Business Terms and Conditions. The Client is obliged to protect them against any misuse and against making them available to third parties. The Bank is only authorised to make the Confidential Information available or provide it to the extent, to persons, and under the terms and conditions laid down in the "Personal Data Processing Information" Document, and to the person that are entitled to request such information on the basis of Relevant Legal Regulations, to the extent and under the conditions specified by Relevant Legal Regulations.

1.4 The Client shall be responsible for the veracity, completeness and accuracy of all data specified in the Contract or in any document submitted to the Bank. The Client is obliged to inform the Bank immediately of any changes occurring in any documents submitted to the Bank, and of all changes in information disclosed to the Bank, and to satisfy the requirements of the Bank with respect to such a change.

### **ARTICLE 2: Statements**

2.1 Information on payment transactions on Accounts shall be provided by the Bank to the Client as follows:

a) Information on payment transactions on the Current Account in the form of a Statement is provided by the Bank on a yearly basis primarily through Online Banking by storage in a repository, if the Client has Online Banking, or in another durable medium under the Contract. The Bank is entitled to charge the provision of Statements and of other information in any durable medium other than storage in a repository within Online Banking, or at other intervals;

b) The Bank shall provide information on payment transactions on a Deposit Account each time in the form of Statements after every movement on the Deposit Account, primarily through Online Banking by storage in a repository, if the Client has Online Banking, or in

- another durable medium according to the Contract. The Bank is entitled to charge the provision of Statements and of other information in any durable medium other than storage in a repository within Online Banking, or at other intervals.
- 2.2 Statements of the Property Account and/or of the Holder's Account indicating the status and possibly the movements of Client's Financial Instruments entitled "a statement of investments" may be provided by the Bank after the lapse of each calendar quarter, or monthly in the case of a regular investment, and is usually provided once a year primarily through Online Banking by storage in a repository, if the Client has Online Banking, or in another durable medium according to the Contract. The Bank is entitled to charge the provision of Statements and of other information in any durable medium other than storage in a repository within Online Banking, or at other intervals. The "statements of investments" shall state the purchase and market prices of Financial Instruments in the Property Account and/or Holder's Account of the Client or, eventually, their estimate if the market price is not available. If so required under the Relevant Legal Regulations, the Bank shall provide the statement of all fees, costs, and stimuli as a component part of the "statement of investments".
- 2.3 Information on payment transactions on the Card Account to the Credit Payment Card and to the Charge Payment Card is provided by the Bank in the form of Statement on a monthly basis as at the last day of the Settlement Period. The statement shall contain the following data:
- a) On Card Transactions performed by the Credit Payment Card and/or by the Charge Payment Card with details (the date and the place, the Card Transaction amount in the original currency, the Card Transaction amount in the Card Account currency) received by the Bank for processing;
  - b) Fees and interest on the amount unpaid for the preceding Settlement Period;
  - c) Unpaid balance of the Total Receivable of the Bank;
  - d) Outstanding amount and Card Account Number to which the Client is obliged to pay the instalment of Owed Sum/Monthly Instalment.
  - e) the amount of the total currency conversion fees, expressed as a percentage premium to the last available reference exchange rate for the EUR currency as announced by the European Central Bank, if the Card Transaction was executed in a currency of an EU/EEA Member State other than the currency of the Card Account.
- 2.4 After the end of the calendar year, the Bank shall inform the Client of the balance of funds on Accounts held by the Bank, in a Statement for December.
- 2.5 The Client is obliged to check the data in the Statement immediately. In the case of any discrepancies the Client is obliged to report the discrepancy to the Bank without undue delay after being informed of them.
- 2.6 Statements shall be delivered by the Bank to the Client electronically through Online Banking and/or in paper form. If the Client wishes to have Statements delivered in paper form, the Client is obliged to state this fact in the Contract or to report it to the Bank through the Instruction. Statements for Banking Products established electronically on the basis of Authorisation by entering the Authorisation Code are delivered by the Bank to the Client exclusively via Online Banking. If the Client wishes to have Statements delivered in paper form, the Client is obliged to report it to the Bank by means of the Instruction.
- 2.7 The Bank shall deliver the Statement to a Client whose contractual relationship with the Bank has ceased to exist, for the last period of the contractual relationship to which the Statement relates, in paper form within the meaning of Clause 1.14, Article 1, Part III hereof.
- 2.8 The Bank shall inform the Client that efficient incident management processes are in place and applied including the detection and classification of serious operating incidents and security incidents. If the incident has, at Bank's discretion, influence on the financial interests of Clients as users of Bank's payment services, the Bank shall inform such Clients as users of payment services both of the incident and of all measures they may take in order to mitigate adverse effects of the incident.

### **ARTICLE 3: Complaints**

- 3.1 This Article of the Business Terms and Conditions regulates any complaints relating to the violation of the Contract or of the Business Terms and Conditions, as well as of the provisions of the Act on Payment Services or of other Relevant Legal Regulations. The handling of complaints is regulated by the Bank Complaint Code which is published on the Bank's Web Site and at the Bank's Points of Sale. The Bank address where the Client can address a claim or lodge a complaint is in particular the address stipulated in Clause 1.2, Article 1, Part I. hereof within contact data.
- 3.2 The Client is obliged to lodge a complaint if the Client has doubt as to the accuracy, timeliness or to the method of Bank Service execution. The complaint shall be lodged by the Client not later than 30 days of the day when the Client's Instruction or the Direction could be or was executed or when another Bank Service was provided, unless a different deadline is stipulated by the Contract, by the Complaint Code, by the present Business Terms and Conditions or by the Relevant Legal Regulations.
- 3.3 The Client has the right to file a complaint in person, in writing, by telephone or electronically via e-mail/web form. The Bank is obliged to accept a complaint related to the provision of payment services.
- 3.4 Costs related to complaint handling shall be borne by the Bank as the provider of payment services. Costs related to the preparation of a complaint including its annexes and to the submission of a complaint shall be borne by the Client as the claimant. The Bank is entitled to seek compensation for damage and the compensation of actual costs from the Client for any unjustified complaint.
- 3.5 During the investigation of the complaint, the Bank can credit the Card Account or another Account with the amount under complaint. If the complaint proves unjustified, the Bank shall debit the Card Account or another Account with the amount which was credited

during the investigation to the Card Account or another Account.

- 3.6 The Bank hereby informs Consumer Clients of the possibility of alternative resolution of disputes related to the Banking Services provided through Alternative Dispute Resolution Entities which are entitled to resolve disputes related to Banking Services. Clients are entitled to avail themselves of the possibility of an alternative dispute resolution and to choose the appropriate alternative dispute resolution body of their choice. The list of ADR entities is made available by the Ministry of Economy of the Slovak Republic at its web site at: <https://www.economy.gov.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1> . The conditions for alternative dispute resolution and the rights and obligations of alternative dispute resolution parties are governed by Act No. 391/2015 Coll. on an alternative solution of consumer disputes and on the amendment of certain acts. More detailed information is also available on the website of the Ministry of Economy of the Slovak Republic in the section: <https://www.economy.gov.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/alternativne-riesenie-spotrebitelskych-sporov>. In the case of a dispute arising from a distance contract made by means of distance communication, Consumer Clients may make a proposal to open an alternative dispute resolution through the European Dispute Resolution Platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=SK> .
- 3.7 The Bank hereby informs Non-Consumer Clients about arbitration or other out-of-court settlement of disputes related to the provided Banking Services. The conditions for these forms of dispute resolution and the rights and obligations of the parties to the dispute are governed by, for example, 244/2002 Coll. on arbitration proceedings and Act no. 420/2004 Coll. on mediation and on the amendment of certain acts.

#### ARTICLE 4: Fees, Costs and Taxes

- 4.1 Information on Fees, sanctions and on costs charged by the Bank to the Client with respect to the provision of Bank Services or is contained in the Schedule of Fees, the Declared Interest Rate or in the Contract. The Schedule of Fees does not contain fees and costs that may incur to the Client with respect to communication with the Bank, in particular costs and fees for telecommunications services, and costs related to the procurement of hardware and software for communication with the Bank.
- 4.2 The Bank shall provide the Client who is a consumer with Statement of Fees for the previous calendar year free of charge at least once a year. If the Client was not Bank's Client for the entire period of the year, the Bank shall provide the Client with Statement of Fees for the part of the year during which the Client was Bank's Client. The Bank shall provide the Statement of Fees in electronic form, primarily through Online Banking by storage in a repository, if the Client has Online Banking, or in

another durable medium under the Contract. At the Client's request, the Bank shall provide the Client with Statement of Fees in paper form. The Bank is entitled to charge the additional provision of Statement of Fees or provision of Statement of Fees more frequently in a durable medium other than storage in a repository within Online Banking. The Bank shall deliver the Statement of Fees to a Client whose contractual relationship with the Bank has ceased to exist, for the last period of the contractual relationship to which the Statement of Fees relates, in paper form within the meaning of Clause 1.14, Article 1, Part III hereof.

- 4.3 Prior to executing the Instruction, the Bank shall provide the Client, at request, with information on the maximum period for its execution and on the fee that the Bank shall charge to the Client for the execution of Instruction.
- 4.4 The Client is obliged to acquaint themselves with the Bank Schedule of Fees and with the current Fees for particular Bank Services valid on the date of Contract or valid on the day of Instruction.
- 4.5 The Bank is obliged to inform the Client of each change in the Schedule of Fees in a manner agreed in the Contract.
- 4.6 The Bank Fee for any further transactions with Financial Instruments executed based on Client's Instruction, which are not stated in the Schedule of Fees shall be determined upon agreement by the Contracting Parties, and the Client undertakes to pay it in full without reservations, on the basis of submitted billing.
- 4.7 The Bank shall charge Fees, unless specified otherwise, to the debit of the Account to which the Bank Service is provided.
- 4.8 The Fee for the Bank Service demanded by the Client shall be charged to the debit of the Account regardless of whether the Client actually used the Bank Service, or decided not to use the Bank Service upon submitting the Instruction.
- 4.9 Rules for the creation of a right to the payment of Fee and the method of payments for the situations provided below are as follows:
- a) Purchase/sale of Financial instruments:
    - i) For the execution of Instruction for purchase/sale of Financial instruments, a right to the payment of Fee shall be created to the Bank on the day when the Instruction is executed;
    - ii) The statement of the Fee and of costs for the execution of Instruction for purchase/sale of Financial Instruments shall be prepared by the Bank in the form of a deduction from the purchase price for the sale of Financial Instruments or of a deduction from Client's funds held on the Account for Settlement for the purchase of Financial Instruments. The statement of the Fees and of costs for the execution of Instruction for purchase/sale of Financial Instruments without financial settlement shall be carried out in the form of a deduction from Client's funds held on the Account for Settlement.
  - b) The statement of the purchase/sale of Financial Instruments (Deal settlement):
    - i) A right to the payment of the Fee shall be created to the Bank for the execution of Instruction for the

Transaction settlement on the day when the Instruction is executed;

- ii) The statement of the Fee and of costs for the execution of Instruction for the Transaction settlement shall be prepared by the Bank, as a rule, in the form of a deduction from the purchase price for the sale of Financial Instruments or of a deduction from Client's funds held on the Account for Settlement for the purchase of Financial Instruments. The statement of the Fee and of costs for the execution of Instruction for purchase/sale of Financial Instruments without financial settlement shall be carried out in the form of a deduction from Client's funds held on the Account for Settlement.
- c) Safekeeping and Custody of Financial Instruments
  - i) For the execution of safekeeping and administration of Client's certificated Financial Instruments (the acceptance/issue of a security from/into custody/administration, as well as the provision of safekeeping/administration as such), a right is created to the Bank for the payment of the Fee and of the costs at the end of a month in which the Financial Instruments were in safekeeping and administration of the Bank;
  - ii) The statement of the Fee and of Costs for the provision of safekeeping and administration of certificated Financial Instruments shall be prepared by the Bank based on invoice prepared by the Bank as at the end of a month in which the Financial Instruments were in safekeeping and administration of the Bank, while the invoice is delivered to the Client usually after the lapse of such a calendar month for which the Fee is paid;
  - iii) The Client is obliged to pay the Fee and the Costs for the provision of safekeeping of Securities in certificated form within 14 days of the day of issue of the invoice by the Bank;
  - iv) The fee for the safekeeping of securities in certificated form (including the acceptance/delivery from/into custody), unless agreed otherwise by the Bank and the Client, is determined as a lump sum specified in the Schedule of Fees;
  - v) The fee for the administration of Financial Instruments contains fees for all administration procedures according to Clause 10.13, Article 10 of this Part of these Business Terms and Conditions, unless the Schedule of Fees, the Contract, the Instruction or the Business Terms and Conditions indicate otherwise;
  - vi) The fee for the administration of Financial Instruments, save for certificated Financial Instruments, is, unless agreed otherwise between the Bank and the Client, calculated in % of the market value of Client positions denominated in the EUR according to the Schedule of Fees. The market value of particular positions denominated in foreign currencies is translated at the relevant European Central Bank rate valid on the last business day in the respective calendar month. Particular Client's positions are valued each time as at the last business day in the respective calendar month at the "close price" reached on that day in the relevant

market. If the last business day was not a trade day in the relevant market of Financial Instruments, the position is revalued at the price reached on the last business day in the calendar month. If the market value of particular Client's positions is not known, the value of particular Client's positions shall be determined by the Bank while exerting professional care.

- d) Services of a CDCP SR and CDCP ČR member and services of other Depositories
  - i) For the performance of the services of a member of the CDCP SR and/or CDCP ČR and/or the services of other Depositories, the Bank shall be entitled to payment of the Fee on the date of execution of the Instruction to provide the services of a member of the CDCP SR and/or CDCP ČR and/or the services of other Depositories.
  - ii) The fee for the provision of services by a member of the CDCP SR and/or CDCP ČR and/or services of other Depositories shall be invoiced within 15 days of the provision of the service. The costs associated with the provision of services by a member of the CDCP SR and/or CDCP ČR and/or other Depositories shall be billed in accordance with this article;
  - iii) For keeping records of Financial Instruments in the Client's Property Account/Holder's Account, the Bank shall be entitled to charge a Fee in accordance with the current Fee Schedule.
- 4.10 A right to the payment of the Fee shall be created on the day of execution of Instruction, unless the Contract or the Business Terms and Conditions indicate otherwise. The fee is due on the day when the right to the payment of Instruction is created. The basis for final statement of the Fee is the total or partial value of actually performed volume of the Transaction. Aliquot interest revenue shall be included in the calculation basis of the Fee in the procurement of Transactions in bonds. The fee shall also apply to any unrealised or cancelled Instruction and also in case that the service was not provided due to a wrong return code. The amount of the Fee shall be governed by the Schedule of Fees effective on the day when the Instruction is executed, if this Schedule of Fees was made available to the Client on submitting the Instruction at the latest. Otherwise the Schedule of Fees effective on the date when the Instruction was submitted, shall be used. The amount of the Fee (if determined as a percentage) shall be determined as the product of the relevant rate and of the total volume of transactions stated in the Instruction (however, not less/more than the minimum/maximum rate of the Fee according to the relevant Schedule of Fees, if such a rate is determined), and the volume of transaction can be reduced by such a determined Fee. In the case of one-off purchases of securities issued by funds, the manager of which is a management company belonging to the J&T Group, the Fee charged by the Bank shall not exceed the maximum amount of upfront fee, which is stated in the by-laws of the respective fund.
- 4.11 In the event of any delay in payment by the Client of the Fees under the Contract, the Bank is entitled to charge late payment interest to the Client in an amount

determined by the Schedule of Fees or by the Relevant Legal Regulations.

- 4.12 In addition to the Fee, the Client is obliged to pay the Bank also other demonstrable Costs. The right to the payment of Costs, unless agreed otherwise, shall be created on the day of their payment by the Bank. The Bank shall issue an invoice for the Costs within three months of the day when they were incurred to the Bank. The Client is obliged to pay the invoice within 14 days of the day of issue of invoice by the Bank.
- 4.13 The Bank shall execute only such deductions of tax for the Client that the Bank is obliged to according to the Relevant Legal Regulations or for which the Bank is instructed by the Client. The Transaction Tax is collected by the Bank from the Client who is a taxpayer within the meaning of the Financial Transactions Tax Act without undue delay after the Bank becomes aware of the execution of the Transaction that is subject to the Transaction Tax, but no later than the end of the calendar month immediately following the tax period. The Transaction Tax for the use of the Payment Card shall be collected by the Bank from the Client who is a taxpayer within the meaning of the Financial Transactions Tax Act by the end of the calendar month immediately following the tax period or on the Business Day preceding the date of termination of the contractual relationship between the Bank and the Client or on the Business Day preceding the date of cancellation of the Account to which the Payment Card for the use of which the Transaction Tax is collected was issued. The Client, who is required by the Financial Transactions Tax Act to fulfill this duty, is obliged to notify the Bank about the fact that the Client is not a taxpayer within the meaning of the Financial Transactions Tax Act by declaring it on the Bank's form and the Client is also obliged to prove this fact to the Bank. The Bank understands that Clients who are taxpayers within the meaning of the Financial Transactions Tax Act carry out Transactions on their Current Accounts which are subject to the Transaction Tax and also Transactions which are not subject to the Transaction Tax within the meaning of Section 4 (2) (a), (b), (p), (u) and (aa) of the Financial Transactions Tax Act. If the Client carries out other Transactions which are not subject to the Transaction Tax, the Client is obliged to notify the Bank of the Account on which the Client carries out such Transactions on the Bank's form. On the Account notified in accordance with the preceding sentence, the Client is obliged to execute only Transactions which are not subject to the Transaction Tax. The Client shall be responsible for the accuracy of all statements made to the Bank in connection with the Transaction Tax. In the event that the Bank, based on the Client's declaration/notification, remits the Transaction Tax in an incorrect amount, the Client is obliged to compensate the Bank for any damage incurred by the Bank in this regard upon the Bank's request without undue delay. The Bank expressly draws the attention of the Client that with respect to the use of Bank Service, even other obligations may arise to it concerning the payment of taxes or fees that are not

paid by the Bank for the Client, and the Client is obliged to ensure the payment at its own expense.

- 4.14 The interest income is subject to withholding tax according to the Relevant Legal Regulations, unless international treaties (e.g., Double Taxation Treaties), by which the SR is bound, indicate otherwise. The exact procedure and information on possible avoidance of double taxation are stated on the Bank's Web Site.
- 4.15 If the Client with permanent address/registered office in the Slovak Republic is a tax resident of any country other than his permanent address/registered office, or it the Client has a permanent address/registered office outside the SR, the Client is obliged to submit to the Bank a confirmation of their domicile for tax purposes, otherwise the Bank shall act according to the relevant legislation, and in particular according to the Act on Income Tax.
- 4.16 Any and all receivables of the Bank towards the Client shall be paid by the Client duly within the maturity period (including any possible unauthorised debit balance). If the Client has failed to pay the relevant receivable duly and in time, the Bank is entitled to satisfy its claim through the sale of Client's Financial Instruments recorded by the Bank or for the Bank by its contracting partner.
- 4.17 If the Client delayed the payment of any pecuniary obligation under the Business Terms and Conditions or under the Contract, the Bank has a right to demand late payment interest in the amount of according to the Contract or the Declared Interest Rate or according to the Relevant Legal Regulations, unless these are provided for in those documents.

#### **ARTICLE 5: Set-off of Claims and Third-Party Claims**

- 5.1 The Client may not set off their claims against the Bank. The possibility of the Client, who is a consumer, to set off a claim against the Bank in the event of partial or total default by the Bank shall not be affected if the Client's claim is undisputed, recognised or established by a competent public authority.
- 5.2 The Bank may use the Client's funds, including funds in the Account, to set off against its claims it has against the Client, regardless of whether the Bank's claims arose in connection with the maintenance of the Account or otherwise. The Bank may satisfy its claims by set-off against claims the Client has against the Bank. The Bank may also set off such counterclaims, some of which are not yet due or are time-barred, as well as claims that cannot be asserted in court and claims that cannot be enforced by decision or execution. Claims denominated in different currencies shall also be set off, even if those currencies are not freely convertible. A set-off during the term of the Deposit shall be deemed to be an early withdrawal.
- 5.3 The Client acknowledges and agrees that the application of the provision of Article 361 of the Commercial Code is excluded.
- 5.4 Claims registered in a foreign currency shall be set off at the exchange rate for the purchase of the relevant foreign currency announced by the Bank as at the set-off date.

- 5.5 The Client agrees that even without their Instruction or consent, the Bank is entitled to debit the Account, if statements are prepared by the Bank:
- a) Fees for Bank Services rendered, according to the valid Schedule of Fees;
  - b) On the basis of a valid and enforceable decision of the competent authority on the execution of a decision and of an execution order;
  - c) Tax according to the Relevant Legal Regulations;
  - d) On grounds of a corrective statement according to the Relevant Legal Regulations;
  - e) For the payment of sums arising out of Transactions that are used by the Client and that the Client is obliged to pay, including the payment of late payment interest with respect to the use of Transactions;
  - f) In other cases stipulated in the Relevant Legal Regulations, in the Contract or its annexes, in the Business Terms and Conditions or based on other documents;
  - g) In the case of mutual settlement of claims and liabilities between the Bank and the Client with respect to cancellation of Bank Service;
  - h) Bank Services or Transactions that were executed by the Bank for the Client based on other Contracts made between the Client and the Bank, or which were mediated by companies belonging to the J&T Group;
  - i) In the execution of Instructions and Directions under the Contract and under the Business Terms and Conditions;
  - j) For the payment of Bank's claims.
- 5.6 The Client notes that the Bank is obliged to block the funds on the Account up to the amount of enforceable claim and its accessions, if the Bank receives the relevant decision from a public authority before it becomes final.
- 5.7 The Bank is entitled to retain the Client's Financial Instruments until all of the Client's obligations to the Bank have been settled. This is without prejudice to Clause 4.16 of Article 4 of this Part hereof.
- e) Poor-quality, faulty or unsecured operation of telecommunications services provided to the Bank by third parties;
  - f) Poor-quality provision of postal services, failures of the telephone or of the data service or technical breakdowns on the part of the Client;
  - g) Poor-quality, fault or unsecured connection through the telecommunications network used by the Client;
  - h) Misuse of Online Banking or of Phone Banking by any unauthorised person on the part of the Client, until the misuse or suspected misuse is reported to the Bank;
  - i) Caused by delivery of wrong or duplicate data, or by incorrect use of Online Banking or of Phone Banking by the Client, or by failure to meet his obligation to report to the Bank immediately any suspected misuse of Online Banking or of Phone Banking by an unauthorised person; the malfunction of the BCPB business system, of the foreign stock exchange or of the system for technical data processing of the CDCP SR, or of the Depository, or of its member;
  - j) Malfunction of the Bank Internet connection with the BCPB, with the foreign stock exchange, with the CDCP SR or with the Depository, or with its member;
  - k) Amendments to legal regulations valid on the territory of the SR, to the laws of the relevant market, to BCPB stock-market rules, to the rules of any foreign stock exchange, or of the operational procedures of the Bank Depository, or of its member;
  - l) Events under control of the Client, acts or omissions of the Client, in particular, in the event of any misuse or disclosure of Security Components;
  - m) Other circumstances excluding the liability of the Bank (Article 374 of the Commercial Code), or in other cases specified in the Business Terms and Conditions or in the Contract.
- 6.4 The Bank also shall not be liable for:
- a) Any damage resulting from the transmission of data related to the purchase or sale of Financial Instruments (e.g., between the CDCP SR and the BCPB, or between the Bank and the CDCP SR);
  - b) Interruption of trading in the relevant market of Financial Instruments;
  - c) Blackouts of the clearing centre,
  - d) Losses from investments in Financial Instruments or for other losses resulting from the performance of any Instruction or Direction, or from the Client's decision, including in the case that the Client's decision to purchase or sell Financial Instruments or filing of another Instruction is based on any general non-individualised view or opinion of the Bank on the adequacy of the relevant Instruction;
  - e) Losses that might be incurred by the Client due to any drop of the exchange rate of Financial Instruments or due to the insolvency of the issuer of Financial Instruments which are owned by the Client,
  - f) Performance of the Instruction or Direction, which was accepted in good faith and considered as an ordinary Instruction or Direction given in the currency or for the Client, provided that the Bank's obligation to act with professional diligence, was not breached;

#### **ARTICLE 6: Responsibility of Bank and Use of Third Parties**

- 6.1 The provisions of this Article shall apply while respecting the rules for responsibility laid down by the Relevant Legal Regulations, in particular by the Act on Payment Services.
- 6.2 The Client shall be liable to the Bank for any damage in the scope according to the Relevant Legal Regulations, and in the cases stipulated in the Contract or in the Business Terms and Conditions.
- 6.3 Unless stated otherwise, the Bank shall not be liable for any damage incurred the Client as a result of circumstances excluding Bank's liability, in particular:
- a) Acts or omissions, or decisions of any national or foreign authorities, institutions or courts,
  - b) Refusal of or delayed granting of necessary authorisations, decisions or services by any authorities;
  - c) Force majeure, uprising, revolution, civil disturbances, wars or natural disasters;
  - d) Other events outside the control of the Bank (e.g., disturbances on the market, strikes, business lock-outs, traffic congestions);

- g) Damage resulting from any loss or misuse of documents or of Security Components of the Client or of Representatives.
- 6.5 The Bank also shall not be liable for any damage resulting from the delivery of incorrect or duplicate data, or from incorrect use of Online Banking or Phone Banking services, of Payment Cards, or in various forms of distance communication, by failure to fulfil the obligation by the Client to report to the Bank immediately any suspected misuse of Banking Services by an unauthorized person.
- 6.6 Starting from the moment of reporting any misuse or suspected misuse of Online Banking or Phone Banking, of Payment Cards, or in various forms of distance communication to the Bank's telephone contact stated in Clause 1.2, Article 1, Part I. hereof, the Client shall not be liable for any financial loss resulting from the misuse of the system, except for cases where the misuse resulted from any intentional or negligent behaviour of the Client in contradiction to the Contract or to the Business Terms and Conditions.
- 6.7 Should any event occur the result of which is damage incurred by the Client, or there are threats of damage to the Client, the Bank shall take measures to mitigate the unfavourable effect on the Client, which can reasonably be expected from the Bank. The Bank and the Client are liable for any damage caused by them as a result of any breach of the obligations stated in the Relevant Legal Regulations, in the Contract, in the Business Terms and Conditions, except for the case where they demonstrate that damage was not due to their fault or that the breach of obligations resulted from circumstances excluding liability, unless the Contract or the Business Terms and Conditions indicate otherwise; in the case of the creation of obligation to the Bank or to the Client to pay damages to the other party, the Bank and the Client are not obliged to pay lost profits.
- 6.8 For the purpose of performing the provisions of the Contract and/or of the Business Terms and Conditions, the Bank is entitled to use third parties, in such a manner that the Bank shall entrust them with the performance of the relevant activity. If a third party is entrusted with an activity, the Bank shall be responsible for a careful selection. The Bank is not responsible for the performance of obligations by such third parties (in particular the BCPB, the CDCP SR, etc.).
- 6.9 If the third party has failed to perform its obligation with which it was entrusted by the Bank, the Bank is entitled, at the Client's expense, to enforce performance of this obligation or to assign any claims corresponding to this Client's obligation, unless a different procedure is reported by the Client to the Bank.
- 6.10 The Client shall pay the Bank damages or any costs caused to the Bank as a result of the performance of Instruction or Direction, as a result of any wrong Instruction or Direction, or which are caused to the Bank otherwise with respect to performing the Instruction or Direction.
- 6.11 The Client is obliged to pay the Bank damages as well as any costs caused to the Bank as a result of that the Client has failed to meet duly and in time any of his obligations arising to the Client out of the Contract, the Business

Terms and Conditions or of the Relevant Legal Regulations, or of acts of the relevant market, including the cost of legal assistance with respect to any judicial or out-of-court proceeding of the Bank related to or triggered by Client's breach of obligations.

- 6.12 If the Bank uses a third party for the performance of its obligations, the Bank shall be liable according to the Relevant Legal Regulations.

#### **ARTICLE 7: Termination of Contractual Relations**

- 7.1 The contractual relation between the Bank and the Client can be terminated in one of the following ways:
  - a) By agreement of contracting parties,
  - b) By notice given by the Bank,
  - c) By immediate termination by the Bank,
  - d) By notice given by the Client,
  - e) By withdrawal by the Client,
  - f) By withdrawal by the Bank,
  - g) In other ways stipulated in the Contract or in the Business Terms and Conditions or in Relevant Legal Regulations.
- 7.2 Both the Client and the Bank are entitled to fully terminate the Contract at any time and for any reason whatsoever by written notice delivered to the other contracting party. The effects of notice given by the Client shall commence by the lapse of one month's notice period starting on the day of delivery of notice to the Bank. The effects of notice given by the Bank shall commence by the lapse of two month's notice period starting on the first day of a month following the month when notice was delivered to the other contracting party. After delivering a notice, it is not possible to open new Deposits or submit other Instructions for the provision of new Bank Services.
- 7.3 The Bank can terminate the Contract with immediate effect in case that:
  - a) The Client misleads the Bank by disclosure of incorrect data, false declarations, by failure to provide data, or by another omission or another way, which would affect Bank's decision on making the Contract or arranging the Deal with the Client,
  - b) The Client is not able to provide the Bank, on demand, with satisfactory evidence of the origin of funds used by the Client towards the Bank, not violating the laws and criminal law rules,
  - c) The Bank has evaluated the Client as risk at any time within the Diligence, and particularly if, with regard to the Client or the nature of Deals made by the Client, reputation or goodwill of the Bank might be damaged or if the Client fails to provide the Bank with the requested cooperation,
  - d) Any case of the Material Breach by the Client of the Contract, of the Business Terms and Conditions or of the Relevant Legal Regulations, occurred,
  - e) The Deal or conduct by the Client is in contradiction to the Relevant Legal Regulations or if the Bank has reasonable suspicion that the Client acts in contradiction to the legal regulations in force,
  - f) The conduct by the Client is in contradiction to this Contract or to the Business Terms and Conditions,
  - g) The Contract content conflicts with the Relevant Legal Regulations,

- h) The Client has failed, within three months of the day of Contract, to take an action towards the Bank with respect to the provision of Bank Services, when no Bank Service was provided to the Client directly under the Contract,
- i) For other reasons stipulated in the Contract, and/or in the Business Terms and Conditions, and/or in the Relevant Legal Regulations.
- 7.4 The Client has a right to withdraw from the Contract for any reasons provided by the Business Terms and Conditions and by the Relevant Legal Regulations.
- 7.5 The contractual relation between the Bank and the Client can be terminated by withdrawal by the Client, if the Client is a consumer and the Contract is concluded as a distance contract pursuant to Article 5 of Act on Consumer Protection during distance financial services.
- 7.6 If the Contract is concluded as a distance contract and the Client is a consumer according to Act on Consumer Protection during distance financial services, the Client is entitled to withdraw from the Contract without sanction and without giving any reason pursuant to Article 5 of Act on Consumer Protection during distance financial services within 14 calendar days of making the distance Contract or of delivery of information pursuant to Article 3 of Act on Consumer Protection during distance financial services, if such information was delivered on any day after the date of entering into the distance Contract. The Client is entitled to withdraw from the distance Contract as described in the preceding sentence by using the “odstúpiť od Zmluvy tu” feature, which is available on the Bank’s Web Site in the “Stať sa Klientom” section (<https://www.itbanka.sk/kontakty/sta-t-sa-klientom>). The period for withdrawal from the Contract, if it was concluded as a distance contract, shall be treated as observed according to this Clause of the Business Terms and Conditions, (i) if notice of withdrawal from the Contract was sent out to the Bank to the address of the seat of Bank branch not later than on the last day of this period in paper form or in the form of a record in another durable medium with Client’s signature, which is available and accessible to the Bank or (ii) if, on the last day of this period, the Client completed the notice of withdrawal from the Contract available on the Bank’s website, confirmed the completed notice of withdrawal from the Contract, and thereby sent it to the Bank.
- If the Client – consumer exercises his right to withdrawal from the Contract concluded as a distance contract as per Article 5 of Act on Consumer Protection during distance financial services, the Client is obliged to pay the Bank remuneration only for the financial service actually provided under the Contract concluded as a distance contract, and if such a financial service was provided at the Client’s request before the Client exercised their right to withdraw from the Contract concluded as a distance contract.
- The right to withdraw from the Contract without sanction and without giving any reason pursuant to this provision shall not apply to:
- a) The financial service the price of which is related to changes in the financial market, which the Bank is not able to affect and which can occur during the period for withdrawal from the distance Contract, in particular to the financial service related to transactions with funds in a foreign currency (foreign exchange operations), with money-market instruments, with transferable securities, unit certificates, or with other securities issued by collective investment entities, with forward contracts including equivalent instruments paid cash, with forward rate transactions (FRA), with equity, interest rate and currency swaps, with call or put options for any of the above instruments including equivalent instruments paid in cash, or with cryptoasset transactions;
- b) Contract concluded as a distance contract, if the financial service was provided only at the request of the Client before the Client exercised his right to Contract withdrawal.
- In the case of Contracts specified in par. a) and b) of this Clause of the Business Terms and Conditions, the Client as a customer is entitled to withdraw from these Contracts but is obliged to state the reason and pay a contractual penalty in an amount according to the Schedule of Fees or specified in the Instruction.
- 7.7 The Bank has a right to withdraw from the Contract for any reasons provided by the Business Terms and Conditions and by the Relevant Legal Regulations.
- 7.8 The effects of the termination of contractual relationships shall occur:
- a) In the event of termination of Contract by agreement of the Client and of the Bank, on the day stated in the agreement,
- b) In the event of termination of Contract by notice by the Bank, by the lapse of notice period,
- c) In the event of termination of Contract by immediate termination by the Bank, by delivery of immediate termination to the Client. In such a case, the Bank is entitled to declare all Deposits recorded on Client’s Deposit Account as payable immediately, and transfer the Deposit principal with the related interest as at the date preceding the day of accelerated maturity to the Client, to the Current Account stated in the Instruction, otherwise to the first opened Current Account of the Client stated in the Contract,
- d) In the event of termination of Contract by notice by the Client, by the lapse of notice period,
- e) In the event of withdrawal by the Client from the Contract, at the moment of delivery of Client’s intention of withdrawal to the Bank, whereas the Contract shall be cancelled from the beginning (ex tunc),
- f) In the event of withdrawal by the Bank from the Contract, at the moment of delivery of Bank’s intention of withdrawal to the Client, whereas the Contract shall be cancelled from the beginning (ex tunc),
- g) In the event of termination of Contract by other means regulated by the Business Terms and Conditions, by the Contract or by the Relevant Legal Regulations at the moment specified for these cases by the Contract, Business Terms and Conditions or Relevant Legal Regulations.
- 7.9 At the moment when the termination of contractual relationships becomes effective, the Contract shall terminate (the general agreement) and all and Bank Services agreed for an indefinite period, shall terminate.

Bank Services agreed for a definite period, in particular Time Deposit Accounts shall not terminate, but shall only terminate after the lapse of the agreed term, and before that time period, the provisions of the Contract and of the Business Terms and Conditions shall further apply to them, which shall remain effective in such a scope between the Bank and the Client; however, in cases as per Clause 7.3 a), b) or c) of this Article hereof, the Bank is entitled to terminate also these Bank Services immediately at the expense of the Client, which the Client acknowledges and agrees with it. The Bank shall settle the Banking Service taken out for a definite period of time, as referred to in the preceding sentence, no later than the next Business Day following the expiration of the term of such Banking Service, and shall dispose of the funds in a manner under Clause 7.13 of this Article of the Business Terms and Conditions. After delivery of notice, of immediate termination, of withdrawal to the other contracting party, or upon making an agreement on termination, it is not possible to submit new Instructions and with respect to Instructions that were submitted prior to the said moment, but have not been performed as at such a moment, the Bank is entitled to reject such an Instruction; this does not apply to Instructions aimed at the termination of Bank Products, at the sale of Financial Instruments and/or at more efficient settlement between the Bank and the Client. The Bank shall inform the Client of the consequences of termination of contractual relationships for non-performed Instructions without undue delay after delivery of notice, of immediate termination, of withdrawal to the other contracting party or upon making an agreement on termination.

7.10 If notice of termination is delivered to the Bank by the Client, or if the Client withdraws from the Contract, the Client is obliged to place an Instruction for the Sale of Financial Instruments or an Instruction in notice or in the withdrawal, in which they shall specify the account to which the Financial Instruments recorded on the Investment Portfolio, are to be transferred. If the Client does not place such an Instruction to the Bank, and fails to do so during the notice period, (i) the Bank is entitled to sell the Financial Instruments for and on behalf of the Client on the current market conditions, and dispose of the funds received in a manner under Clause 7.13 of this Article of the Business Terms and Conditions, and (ii) the Client is obliged to pay the Bank the costs spent and the sanction under the Schedule of Fees.

7.11 If notice of termination is delivered to the Client by the Bank, if the Bank cancels the Contract with immediate effect or if the Bank withdraws from the Contract, the Client is obliged to place an Instruction for the Sale of Financial Instruments or an Instruction immediately, in which they shall specify the account to which the Financial Instruments recorded on the Investment Portfolio, are to be transferred. If the Client does not place such an Instruction to the Bank, and fails to do so during the notice period, (i) the Bank is entitled to sell the Financial Instruments for and on behalf of the Client on the current market conditions, and dispose of the funds received in a manner under Clause 7.13 of this

Article of the Business Terms and Conditions, and (ii) the Client is obliged to pay the Bank the costs spent and the sanction under the Schedule of Fees.

7.12 If the Contract on administration/safekeeping is terminated, the Client is obliged to ensure immediately the transfer of book-entry Financial Instruments, or the takeover of documentary Financial Instruments, which are the subject of safekeeping/administration; otherwise the Bank has a right to remuneration in the amount of the Fee that would belong to the Bank for its administration of Financial Instruments according to the Business Terms and Conditions and to the Schedule of Fees.

7.13 In their notice or withdrawal from the Contract, the Client is obliged to specify how the Bank should dispose of the balance that was maintained on the closed Account. If the Client fails to specify this information, the Bank shall record the balance until it becomes statute-barred, and charge 0 % p. a. interest. If the Bank delivers to the Client a notice of termination of the Contract, withdraws from the Contract or cancels the Contract with immediate effect, the Client is obliged to immediately place an Instruction with the Bank indicating the manner in which the Bank is to dispose of the balance that was maintained on the cancelled Account. If the Client fails to provide this information, the Bank shall register the balance until the time of its limitation and shall charge interest on it at the rate of 0% per annum.

7.14 The Bank is entitled to block immediately a Client and Authorized Account User's access to Online Banking and/or Phone Banking if any of them breached their obligations laid down by the Business Terms and Conditions.

7.15 Not later than on the day of Contract or Bank Product termination, the Client is obliged to settle all their liabilities arising out of the Contract or of the Bank Product being terminated. In the event of notice given by the Client, the Client is obliged to return all Payment Cards to the Bank, not later than on the first day of notice period. If notice is given by the Bank, the Client is obliged, not later than 14 days of delivery of notice, to return all Payment Cards to the Bank. If the Client fails to return all Payment Cards to the Bank within the specified periods, the Bank is entitled to block these Payment Cards.

7.16 Should any receivable arise out of the closing of the Account or use of Payment Card, the Client is obliged to pay the receivable immediately, at the call by the Bank. Otherwise the Bank is entitled to enforce late payment interest according to the valid Schedule of Fees or under the Relevant Legal Regulations.

7.17 Unless the Contract or its annexes provide otherwise, the right to carry out Card transactions shall extinguish by the return of the Payment Card to the Bank.

7.18 The Bank may block funds on the Account in an amount that equal at least to the aggregate sum of Utilization Limits for the performance of Card transactions, maximum for a period of thirty (30) days of the return of Payment Card, expiry of Payment Card validity or Card Blocking.

- 7.19 The rights and obligations under the Contract and under the Business Terms and Conditions shall pass to Contracting Parties legal successors, unless something else results from the Contract or the Business Terms and Conditions for individual rights and obligations.
- 7.20 The Bank shall, on the basis of a reliable document on the death (the certificate of death) of the Client block the Accounts to prevent the withdrawal, and perform the Blocking of Payment Card. The Bank shall enable the disposal of funds on Accounts according to the valid decision of the court or of another authority conducting probate proceedings. The Client's legal successor(s) shall be entitled to terminate the Contract without assigning any reason by giving written notice forming part of the Instruction for settlement of inheritance with effect from the date of settlement of all Bank Products provided by the Bank to the Client under the Contract. Termination pursuant to the preceding sentence shall be effective in relation to payment services no later than the expiry of the one month notice period commencing on the date of signing of the Instruction, at which time the Contract shall terminate in that part.
- 7.21 The Contract under which the Credit Payment Card was issued shall be terminated on the date on which the Bank learns of the Client's death in a credible manner (the certificate of death), and the obligations arising therefrom shall not cease to exist but they shall pass to the Client's heirs.
- 7.22 Should there be any invalid prohibitions on the Account that is to be closed, due to ordered execution of judgments or executions by compulsory debiting of a Bank account, the Contract shall be terminated, and the Account shall be closed as at the day when notice becomes effective according to the agreed rules, whereas the funds maximum up to the amount at which they are affected by the execution of judgment or by execution, shall not be paid out to the Client, but they shall be moved to the Bank internal account, and shall be paid out according to the valid decision of the relevant authority.
- d) the Client violates the obligation arising from the Contract, Associated Agreement, Security Documents or Associated Relations;
- e) the Client (i) goes into bankruptcy or impending bankruptcy within the meaning of Act No. 7/2005 Coll. on bankruptcy and restructuring and on the amendment of certain laws as amended, or becomes a company in crisis pursuant to Section 67a of the Commercial Code, (ii) acknowledges the inability to fulfil their due obligations, (iii) files bankruptcy declaration or it is filed against them (with the exception of a clearly legally unjustified proposal) or a proposal for authorization of restructuring, (iv) the court decides that the Client is in bankruptcy or in danger of bankruptcy (i.e., makes a decision on identified bankruptcy or impending bankruptcy of the Client), issues any decision (in particular urgent action) concerning or possibly relating to the Client's authorization to dispose of their assets or their part, declares bankruptcy of the Client or authorizes the restructuring of the Client, rejects the proposal for bankruptcy of the Client for lack of assets of the Client and/or any of these facts is impending, (v) decides on their liquidation or other open proceedings directed towards their liquidation (including the prosecution in criminal proceedings with the proposal to impose a penalty for the forfeiture of property or a penalty for cancelling a legal person) or for the purpose of the provision of any administrator or liquidator of the Client; (vi) if the Client is a person domiciled/residing outside the territory of the Slovak Republic, any similar situation arises under the applicable laws applicable to the Client;
- f) the Client, to whom the Bank provided a loan pursuant to Part X of the Business Terms and Conditions, terminates their business activities or substantially changes their nature compared to the moment of conclusion of the Contract or loses all permits, approvals and licenses required by law for the conduct of their business activities, or such authorizations, consents and licenses cease to be valid and effective;
- g) the Client uses the performance provided by the Bank under the Contract for a purpose other than that agreed in the Contract;
- h) The Client does not provide the securing of the Bank's receivables agreed upon in the Contract or in the Associated Agreement; or
- i) the collateral provided by the Client or for the benefit of the Client by a third party is extinguished or impaired and the Client fails to complement the security to the original extent.

#### **ARTICLE 8: Material Breach of Contract**

- 8.1 Any occurrence of any of the following shall be deemed to be a serious breach of the Contract or any other material circumstance, irrespective of the causes for which such breach has occurred, or the following circumstances:
- a) The Client does not pay any amount due under the Contract, the Associated Agreement, the Security Documents, or the Associated Relations on the due date of such an amount;
- b) any statement made by or in connection with the Contract proves to be untrue or incomplete or misleading, or where its nature permits, ineffective at any date on which it is rendered or deemed to be re-rendered, unless the Bank considers the impact of such a fact to not be substantial;
- c) the Client shall assign, transfer, establish a lien in respect of their rights or claims arising from the Contract or otherwise charge them;
- 8.2 In the event of any Material Breach of the Contract or any other material circumstance, the Bank shall be entitled at any time to take any of the following measures, any combination thereof or all of the following:
- a) The Bank may declare any claims of the Bank against the Client arising out of the Contract, Associated Agreement, Security Documents, or Associated Relations, maturing immediately, irrespective of their original maturity, the validity of the Contract remaining in all other respects,
- b) The Bank may withdraw from the Contract,

- c) The Bank may implement any security instrument that has been or will be provided by the Client or other persons, and unless otherwise provided for by the mandatory provisions of Relevant Legal Regulations, the Bank shall be free to choose whether to exercise the rights arising from the Security,
  - d) The Bank may request from the Client and the Client will be obliged to immediately provide the Bank with any other reasonable Security of their obligations towards the Bank,
  - e) The Bank may block all the Accounts maintained by the Bank and not to execute any Directions or Instructions of the Client regarding the disposal of funds in any of the Accounts maintained by the Bank, without prejudice to the Bank's right under the agreed conditions to collect funds on such Accounts or use the funds to account them.
- 8.3 The Bank's actions referred to in the previous clause of this article of the Business Terms and Conditions do not exclude any other action or remedy to which the Bank may be entitled in accordance with Relevant Legal Regulations or otherwise. The implementation of the steps mentioned in the previous clause of this article of the Business Terms and Conditions by the Bank or the withdrawal of the Bank from the Contract does not affect the Client's duties and obligations set forth in the Contract. All obligations and commitments of the Client towards the Bank remain valid and effective until all claims arising under the Contract, Associated Agreement, Security Documents or Associated Relations are fully paid.

in a manner agreed for communication between the Client and the Bank in the Contract, and provide the Client with a new version of the Business Terms and Conditions in a durable medium, as well as to publish the new text of Business Terms and Conditions on the Bank's Web Site and at the Bank's Points of Sale, not later than 15 days before the effective date of amendment to Business Terms and Conditions. If the Client does not agree with the amendment to the Business Terms and Conditions, the Client is entitled to withdraw from the Contract according to the Contract conditions and/or to the Relevant Legal Regulations. If any section that is subject to regulation according to Act on Payment Services is amended, specific rules shall apply to amendments to contract documentation as provided by the said Act; If the Client does not agree with the amendments, the Client has a right to immediate termination of the Contract (notice with effects occurring on the day upon delivery of written notice to the Bank) without fees before the proposed effective date of such amendments.

- 1.5 Should any provision of the Business Terms and Conditions be or become invalid or unenforceable, such invalidity or unenforceability of any of the provisions of the Business Terms and Conditions shall not affect the validity and enforceability of the remaining provisions of the Business Terms and Conditions.

In Bratislava, dated 17 April 2026  
 Ing. Anna Macaláková  
 Director and Head of Organizational Unit  
 J&T BANKA, a. s., pobočka zahraničnej banky

## **PART XI: Final provisions**

### **ARTICLE 1: Final provisions**

- 1.1 These Terms and Conditions have been published and become valid on 17 April 2026, they come into force on 19 June 2026. Effective as of the effective date hereof, these Business Terms and Conditions cancel and replace the Business Terms and Conditions of J&T BANKA, a. s., pobočka zahraničnej banky, of 15 December 2025.
- 1.2 The Business Terms and Conditions as the relevant Contract provisions shall survive the termination of contractual relationship between the Bank and the Client, until complete settlement of mutual claims of contracting parties arising out of or with respect to the Contract.
- 1.3 The relations regulated by the Contract and by the Business Terms and Conditions as well as the relations arising out of the Contract and of the Business Terms and Conditions shall be governed, according to Regulation (EC) No 593/2008 of the EP and of the Council on the law applicable to contractual obligations (Rome 1), or according to Article 9 of Act No. 97/1963 Coll. on international private and procedural law, as amended, by the legislation of the Slovak Republic.
- 1.4 Pursuant to Article 37 of Act on Banks, the Business Terms and Conditions constitute business conditions for the conduct of Transactions specified therein. The Bank is entitled to amend the Business Terms and Conditions unilaterally. The Bank is obliged to inform the Client of any amendment to the Business Terms and Conditions