

TERMS AND CONDITIONS FOR KEEPING OF CURRENT ACCOUNT

Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava, registered in the Commercial Register of the Municipal Court of Bratislava III, Section Sa, insert No.: 4314/B, Company Registration Number: 36 854 140 (hereinafter referred to as the "Bank") hereby issues these Terms and Conditions for Keeping of Current Account (hereinafter referred to as the "Terms and Conditions").

1. Definitions and terms

Authorisation

The granting of the Client's consent to the execution of a Payment Transaction before its execution (in the form of signing a Payment Order, inputting a PIN or other method agreed in advance). If there is no consent to the execution of a Payment Transaction, the Payment Transaction shall be deemed unauthorised. The form of granting consent to the execution of a Payment Transaction and for revoking such consent is set out in these Terms and Conditions, or in the applicable specific business conditions for individual Transactions.

Payer's Bank

The Payer's Payment Services provider.

Beneficiary's Bank

The Beneficiary's Payment Services provider.

Bank details

For the purposes of a Payment Transaction, it means a unique identifier, which for Payment Transactions within the SEPA countries is the international bank account number (IBAN). Bank details for other payments are the name and address of the Beneficiary's Bank or bank identification code, the name and address of the Beneficiary and the Beneficiary's Account number or IBAN of the Beneficiary.

BIC (Bank Identifier Code)

The Bank's Swift code, which allows unique identification of the Bank and consists of 8 or 11 characters. Example of a BIC: CEKOSKBX.

CID (Creditor Identifier)

At most 35-digit, within the Slovak Republic at most 18-digit, character unique identification code of the Beneficiary of the SEPA Direct Debit, which consists of the ISO code of the respective country, 2 check digits, the Creditor's business code, and serial number assigned by the central CID register. The Bank carries out Payment Orders for a SEPA Direct Debit from the Client only in the case that it has the CID registered in the CID register in the Slovak Republic. The National Bank of Slovakia assigns a CID at the written request of a SEPA Direct Debit Creditor through the Beneficiary's Bank.

Authorised Person

A person authorised to Dispose of Funds on an Account Holder's Account and Dispose of the Account of the Account Holder within the scope defined in these Terms and Conditions and in the Disposal Authorisations for the Account. The Disposal of Funds on an Account and the Disposal of Account is possible only after the Authorised Person has given Specimen Signatures on a special form of the Bank.

Disposal of Funds

The deposit of funds on an Account, the transfer or withdrawal of funds from an Account.

Disposal of Account

The conclusion, change, termination of the Account Agreement on the basis of which the Bank manages the Account Holder's Account, on the basis of which the Bank manages the Account Holder's Account, or an agreement to terminate a contractual relationship created on the basis of an Account Agreement. Disposal of Account is defined in the specific business conditions for the respective Transaction.

Disposal Authorisations

Rights granted by an Account Holder to an Authorised Person in the scope of the respective form of the Bank.

European Economic Area (EEA)

The grouping bringing together 27 member states of the European Union (Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Ireland, Italy, Cyprus, Croatia, Lithuania, Latvia, Luxembourg, Hungary, Malta, Germany, the Netherlands, Poland, Portugal, Austria, Romania, Greece, Slovakia, Slovenia, Spain, Sweden) and the member states of the European Free Trade Association (Iceland, Norway, Liechtenstein).

Embargo Rules

The rules set out in the Embargo Policy of ČSOB Financial Group published on the Bank's official website www.csob.sk in the section Legal Information - ČSOB (csob.sk) in the current version; the Bank is entitled to update these rules by publishing their new version on the Website; as well as the rules resulting from Act No. 289/2016 Coll. on the implementation of international sanctions and amending Act No. 566/2001 Coll. on securities and investment services and on the amendment of certain acts (the "Securities Act") as amended (the "International Sanctions Implementation Act").

Cash Deposit Form

Instruction of a Payer – third party for execution of a Payment in cash to a Beneficiary's Account at the Bank. Third party is a person who is not the Account Holder or Authorised Person of the Account to whom the cash payment is credited.

IBAN

An international bank account number of up to 34 digits, serving as a unique identifier for unambiguous identification of a user of payment services or the user's payment account in a given country, under Regulation (EU) No 260/2012 of the European Parliament and of the Council establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009. Use of the Account number in the IBAN structure is mandatory in making Payment Transactions in the member states of the SEPA countries. In electronic form, an IBAN is specified without leaving any blank spaces.

For accounts established in the territory of the Slovak Republic, it is made up of 24 digits in the following structure:

- 2-digit alphabetical ISO country code - the Client must use capital letters,
- 2-digit check number,
- 4-digit numerical bank code,
- 6-digit prefix bank code,
- 10-digit Client's Account number.

Another bank

A payment service provider pursuant to the Payment Services Act other than the Bank.

Creditor

A beneficiary of payments made on the basis of a SEPA Direct Debit (the "Creditor"). The Bank shall provide SEPA Direct Debit Payment Service only to a Client meeting the criteria set by the Bank and having the SEPA Direct Debit Service Agreement signed with the Bank. Only one CID may be assigned to the Creditor in the Slovak Republic, meaning that only one CID will be valid for multiple Accounts that the Creditor may have.

Client

A natural person, natural person – entrepreneur, or legal entity:

- (i) with whom the Bank has concluded a Banking Transaction, or
- (ii) whose action is directed towards concluding a Banking Transaction, for the purposes of these Terms and Conditions relating to a banking secrecy, or
- (iii) a third party acting on the basis of a power of attorney, authorisation, or Disposal Authorisations pursuant to these Terms and Conditions or GBC on behalf of a person referred to under (i) and/or (ii) of this definition,

pursuant to the provisions of the Act on Banks, where the specific meaning of a term in the individual provisions of the Terms and Conditions is derived from the context of provisions within which it is used.

Exchange rate sheet

An overview of exchange rates of one currency for another currency compiled by the Bank, by means of which the Bank provides information about the ratio of the value of a foreign currency to EUR currency in Banking Transactions.

Cut-off time for Payment Transaction

The time limit set by the Bank for receiving or accepting payment or other orders and payments ("cut-off time"). The time limits and time for the submission and processing of Payment Transactions are given in the document "Cut-off time for payment transactions", which forms an integral part of these Terms and Conditions and is made available in the Bank's places of business and on the Bank's Website (www.csob.sk).

Account Holder

A person (natural person, natural person – entrepreneur, or legal entity) or their legal successor that has concluded an Account Agreement with the Bank.

SEPA Direct Debit Mandate (the "Mandate")

means the expression of consent and authorisation given by the Payer to the Creditor and (directly or indirectly via the Creditor) to the Payer's Bank to allow the Creditor to initiate a collection for debiting the specified Payer's Account and to allow the Payer's Bank to comply with such instructions.

Non-Consumer

An entrepreneur pursuant to the Commercial Code and other generally binding legal regulations applicable in the Slovak Republic that define the term "entrepreneur", in particular natural person –

entrepreneur, who in closing and executing a Banking Transaction acts within the lines of specified commercial or other business activities, and legal entity.

Banking Transaction

The creation, modification, or termination of contractual relations between the Bank and the Client on a contractual basis and any other transactions relating to banking activities, including the handling of deposits.

Point of time of receipt of a Payment Order

The point of time when the Bank receives a Payment Order from an authorised submitter. If the submitter states a Maturity Date in the Payment Order and the Bank accepts it, such agreed date shall be deemed to be the point of time of receipt of the Payment Order (the "Maturity Date"). If the submitter does not state a Maturity Date in the Payment Order, the Bank shall deem the Maturity Date to be the point of time when the Payment Order is received.

The Bank shall confirm receipt of a Payment Order but this shall not be deemed confirmation of its execution. The Client may request confirmation of a Payment Order already executed at any of the Bank's places of business open to the public.

Payment

The Payment Service in which the amount of a Payment Transaction is debited from the Payer's Account on the basis of a Payment Order, in the cases agreed in writing between the Bank and the Payer without submitting a Payment Order, or in the form of a cash deposit at the Bank. A Payment may be received in cashless form on the Beneficiary's Payment Account or paid to the Beneficiary in cash.

Payer

A person who submits, to the Bank or to a payment initiation services provider, a Payment Order for Settlement, gives authorisation for a SEPA Direct Debit, allows an Account to be opened in respect of the SEPA Direct Debit CORE scheme, or orally instructs the Bank to debit funds from the Payment Account in the cases and in the manner agreed in writing with the Bank.

Payment Order

▪ Payment Order for Settlement

An unconditional and clear instruction of the Payer to the Bank to execute a Payment Transaction, in written or electronic form, on the Bank's applicable forms. A Payment Order given for the execution of recurrent Payment Transactions is referred to as a Standing Order.

▪ Payment Order for SEPA Direct Debit

An instruction by the Beneficiary to debit the amount of a Payment Transaction from the Payer's Payment Account; the Payer's Bank shall perform the debit only if the Payer has granted the prior authorisation for a one-off or recurrent debiting of funds by setting up authorisation for SEPA Direct Debit or by allowing an Account to be opened in respect of the SEPA Direct Debit CORE scheme at the Bank.

Payment Instrument

A personalised device or set of procedures agreed between the Client and the Bank that the Client uses for submitting a Payment Order, in particular a payment card and electronic banking. A payment card is issued by the Bank on the basis of a specific agreement. Electronic Banking Services are provided by the Bank on the basis of a specific agreement concluded between the Account Holder and the Bank.

Payment Transaction

A deposit of funds, withdrawal of funds or transfer of funds at the Payer's instruction or on the Payer's behalf or at the Beneficiary's instruction to the Bank and executed within the Payment Services.

Payment Account

Current account or any other account under the Payment Services Act.

Specimen Signature

The Client's handwritten signature(s) on the Bank's form written as title, first and last name, or first and last name, or last name only, in the order specified by the Client. The Specimen Signature may, at the Account Holder's request, include other methods of security, e.g. the use of a password (a combination of numeric and alphabetic characters). The Specimen Signature(s) is a unique signature that the Bank will accept in the Disposal of Funds on an Account, the disposal of securities on an Account Holder's investment account, or in the Disposal of Account and the use of which the Bank has the right to require. The Client may specify at maximum 2 Specimen Signatures for use at the Bank, and this at the time of providing identification data, modifying these data, or at the time of a change to the Specimen Signature at the Client's request. The Specimen Signatures take effect no later than on the Working Day following their delivery to the Bank. The Client may not request any later effective date.

Working Day

A day on which the Payer's Bank or the Beneficiary's Bank engaged in execution of a Payment Transaction conduct their business; this day is not a non-working day or public holiday pursuant to the applicable laws of general application.

Beneficiary

A person who receives the funds of a Payment Transaction.

Payment Services Framework Agreement (the "Framework Agreement")

An agreement on the basis of which the Bank provides payment services to the Account Holder. The term of the Framework Agreement is agreed in the Account Agreement. The Framework Agreement, depending on the services provided, includes the following contract documents: Agreement on the respective Banking Transaction/Account, Business Terms and Conditions applicable to the respective Banking Transaction, the General Business Conditions, the Bank's Price List, and other documents whose content relates to the respective Banking Transaction and are displayed in the Bank's places of business open to the public and on the Bank's Website www.csob.sk. The Client has the right to obtain information forming the content of the Framework Agreement in accordance with the respective provisions of the Payment Services Act.

Recycling Automatic Teller Machine (ATM)

A self-service device for cash deposit and withdrawal performed by the Client by means of a payment card. A deposit can be made in banknotes and/or coins. A withdrawal can be made only in banknotes. The device accepts and issues only EUR currency. Cash deposits can be made only by means of a payment card issued by the Bank to the Bank Client's Account held in EUR currency, or to another account at the Bank held in EUR currency, with the option of assigning variable symbol and message for the Beneficiary (e.g. purpose of deposit). Cash withdrawals can be made also by non-clients.

Reference Exchange Rate

The exchange rate used as the basis for conversion between currencies, which was made available by the Bank or which is taken from a publicly available source.

Reference Interest Rate

The interest rate used as the basis for calculating interest, which is taken from a publicly available source.

Price List

Any document which contains details of the types and amounts of the Bank's fees, charges and commissions relating to the respective Banking Transaction which contains in its title the term "Price List"; the Bank's Price List forms part of the GBC.

SEPA (Single Euro Payments Area) or SEPA countries

Single Euro Payments Area for payments in EUR currency under the same conditions of processing. The SEPA countries are: EEA countries + Switzerland, United Kingdom, Monaco, San Marino, Andorra, Vatican, autonomous regions (Åland Islands, the Azores, Ceuta and Melilla, French Guyana, Gibraltar, Guadalupe, Canary Islands, Madeira, Martinique, Mayotte, Réunion, Saint Barthélemy, Saint Martin, Saint Pierre and Miquelon, Guernsey, Isle of Man, Jersey).

SEPA DIRECT DEBIT

A Payment service in EUR currency in the territory of the SEPA countries in which the amount of the Payment Transaction is debited from the Payer's Payment Account, and the Payment Order is submitted by the Beneficiary on the basis of a mandate. Based on the Payer's mandate granted to the Beneficiary, the Payer grants authorisation for SEPA Direct Debit at its Account or opens an Account towards the SEPA Direct Debit Core Scheme at the Bank. The Account for which a Client grants authorisation to SEPA Direct Debit shall be considered by the Bank to be conditionally open. The Bank provides the Client with three types of Account protection with regard to SEPA direct debits:

- a) conditionally open – if the Client has granted authorisation for SEPA Direct Debit,
- b) open – if the Client has allowed the Account to be opened toward all SEPA Direct Debits (applies only to the CORE scheme),
- c) closed – if the Client has not granted authorisation for SEPA Direct Debit or has not allowed the Account to be opened toward SEPA Direct Debits.

The Bank enables the SEPA Direct Debit based Payment Transactions only on the Clients' Accounts held in EUR currency.

The Bank enables Clients to use the following schemes for SEPA Direct Debit:

- a) CORE – for natural persons - citizens, natural persons – entrepreneurs, and legal entities,
- b) B2B – for natural persons – entrepreneurs and legal entities. The Bank executes the Clients' SEPA Direct Debits for the B2B scheme only in respect of the Clients of banks registered in the respective scheme within the payment system chosen by the Bank.

The Bank enables Clients to use the following types of SEPA Direct Debit:

- a) One-off – the Payer authorises the Beneficiary to debit from the Account only one Payment on the basis of a SEPA Direct Debit.
- b) Recurrent – the Payer authorises the Beneficiary to debit from the Account recurrent Payments on the basis of a SEPA Direct Debit.

A Payer shall have no claim to a refund of funds if the Payer granted consent to execution of the Payment Transaction by means of SEPA Direct Debit Authorisation to the Bank and information on the specific amount of the future Payment Transaction was provided or made available to the Payer

in the agreed manner at least four weeks prior to the date of debiting the amount of the Payment Transaction by the Payment Services provider or the Beneficiary.

SEPA Payment

A payment in EUR from a Payer's Account to a Beneficiary's Account based on a Payment Order. The Payer's Bank and the Beneficiary's Bank have their registered offices in the territory of the SEPA countries (including the Slovak Republic). The Beneficiary's Account number is stated in IBAN format. The SHA charge code must be applied to the Payment Transaction. The amount of the payment is credited in full to the Beneficiary's Bank Account at the latest on the Working Day following the date on which the funds are debited from the Payer's Account.

Consumer

A natural person who, in the conclusion and performance of the Framework Agreement or any other Banking Transaction, does not act in the framework of their employment, profession or business.

TARGET2

Trans-European Automated Real-Time Gross Settlement Express Transfer System. TARGET is intended solely for execution of Urgent Payments in EUR currency.

Account

An account opened and kept pursuant to the Agreement.

Urgent Payment

A payment in EUR currency via the TARGET2 system with a shortened execution period for a Payment Transaction, where the Bank debits funds from the Payer's Account and credits them to the Beneficiary's Bank Account in accordance with the Cut-off time for payment transactions. A special fee is charged for an Urgent Payment pursuant to the Bank's applicable Price List, irrespective of the charge code of the Payment Transaction.

GBC

The General Business Conditions of the Bank, published on the Bank's Website www.csob.sk; GBC form part of the Framework Agreement.

Website

The Bank's official website - www.csob.sk.

Agreement

Current Account Agreement, including agreements on current account and products and services on the basis of which the Bank provides the Client with banking services, including payment services, provided under the Framework Agreement, under Act No. 492/2009 Coll. on payment services and on amendments to certain acts (the "Payment Services Act"). The Agreement is a Framework Agreement pursuant to Act No. 492/2009 Coll. on payment services.

Express Payment

A payment in EUR currency or selected foreign currencies listed in the Bank's exchange rate sheet with a shortened execution period, where the Bank debits funds from the Payer's Account and credits them to the Beneficiary's Bank Account in accordance with the Cut-off time for Payment Transactions. A special fee is charged for an Express Payment pursuant to the applicable Bank's Price List.

2. General provisions

- 2.1 The Bank shall open and keep an Account for the Account Holders under a written Agreement concluded between the Bank and the Account Holder, in EUR currency and in selected foreign currencies. There is no legal claim to conclude the Agreement.
- 2.2 The Bank shall open accounts for natural persons, natural persons – entrepreneurs, and legal entities. The Bank shall keep the accounts for entrepreneurs solely for business purposes, and for other persons for personal/non-business purposes. Funds deposited on the Account for personal/non-business purposes may not be used for business activities. Funds deposited on the Account for business may be used for business purposes only.
- 2.3 Unless otherwise agreed in the Agreement, the name of the Account shall be: (i) for natural persons – non-entrepreneurs, their name and surname, or title, (ii) for natural person – entrepreneur, the business name as given in the business license; and (iii) for legal entity, the business name or name as given in the document certifying the formation or existence of the legal entity.
- 2.4 The Bank shall determine and notify the Clients of the currencies in which it opens and keeps the Accounts, the applicable interest rates, exchange rates, interest rate rules, the amount of the minimum deposit and the minimum balance, by their displaying in the Bank's places of business open to the public and publication on the Website. As a rule, the Bank shall set the minimum deposit for the Account opening that the Account Holder shall deposit on the Account, and the minimum balance that the Account Holder shall keep on the Account during the entire term of the Agreement in the amount set forth in the information relating to interest rates. The Bank and the Client agree that if a change in the interest rate and exchange rate is based on the Reference Interest Rate and/or the Reference Exchange Rate, it shall be applied immediately without prior notice to the Client, unless otherwise agreed. Information on interest rate changes will be made available to the Client on the notice boards located in the Bank's places of business open to the public and on the Website.
- 2.5 The Bank enables to make non-cash Payment Transactions on the Account Holder's Account in EUR and in foreign currency.
- 2.6 At the selected ČSOB branches, the Bank enables to make cash deposits to and withdrawals from the Account in EUR currency and in selected foreign currencies listed on the exchange rate sheet of ČSOB in a foreign exchange section. The exchange rate sheet is published at the Bank's places of business open to the public and on the Website. The Bank is entitled to set the following: rules regarding limits, time limits of immediate cash withdrawal or purchase and sale of EUR currency and selected foreign currencies, as well as restrictions applicable to cash deposits and withdrawals or purchase and sale of currencies for selected foreign currencies. The Client shall be informed of such rules, time limits, and restrictions by means of a notice board located in each of the Bank's place of business open to the public.
- 2.7 The Bank shall accrue interest on both the credit and debit balance of the Client's Account in accordance with the Bank's interest rates and interest accrual rules for the respective Banking Transaction. The applicable rates and interest accrual rules for the respective types of Banking Transactions are available at the Bank's places of business and on the Website. Interest on the Account balance is calculated on a daily basis. Interest accrual on deposit shall start on the day when the funds are credited to the Account and shall end on the day preceding their withdrawal or transfer from that Account. Interest on credit balance of the Account kept in EUR currency is credited at the end of the calendar quarter. Interest on credit balance of the Account kept in foreign currency is credited at the end of the calendar year. Interest on the unauthorised debit

balance of the Account may be charged by the Bank on a regular monthly, quarterly, or yearly basis (depending on the products settings). The application of Section 714(1) of Act No. 513/1991 Coll. the Commercial Code, as amended, is excluded.

2.8 An Account statement is made in the frequency agreed in the Agreement; if there is no movement of funds on the Account within this period, the statement shall not be made.

2.9 The Bank is entitled, without the Account Holder's instruction, to debit funds from the Account Holder's Account and by doing so to offset the Account Holder's receivable for payment of funds on the Account against its own receivable or against a receivable of a third party referred to below only in the following cases:

- a) if a settlement of fees according to the Bank's Price List and other receivables the Bank has toward the Account Holder is made, or
- b) if a settlement of additional charges of Another Bank is made, or
- c) for reason of a corrective settlement by the Bank or Another Bank in accordance with laws of general application, or
- d) if a settlement is made for the return of received SEPA Direct Debit to the Creditor's Account without checking the available balance, or
- e) to cover Payment Transactions made in relation to a payment card, to cover default interest, debit interest in the event of an unauthorised overdraft, or
- f) a tax deduction is made according to laws of general application, or
- g) in the cases laid down by laws of general application, a decision of competent authorities or courts, these Terms and Conditions, or a specific agreement concluded with the Account Holder, or
- h) in the case of a mutual settlement of claims and liabilities before closing the Account, or
- i) if the Bank has already credited funds to the Account Holder's Account, but the Bank did not receive funds to cover the amount of transfer to the Account held at the respective correspondent bank, or
- j) in order to prevent damage in the case of funds credited to the Account Holder's Account that the Bank has reasonable grounds to suspect were credited to the Account in connection with a violation of laws of general application (especially the Anti-Money Laundering Act and criminal law) or due to fraud; the Bank is also entitled to block such funds until the time of debiting;
- k) in the case of funds wrongly paid to the Account Holder's Account for the period during which the Account Holder did not fulfil the conditions for claiming social security benefits and the payment of such benefits. The Bank is entitled to transfer wrongly paid funds from the Account Holder's Account in the currency in which they were paid to the Bank, on the basis of a written request from the social security benefits payer requesting refund of wrongly paid social security benefits if the Bank has concluded a contract with the social security benefits payer that establishes such a duty for the Bank. In the case that the Account Holder's Account to which the social security benefits were wrongly paid is held in a currency other than the currency in which the benefits were paid to the Bank, any exchange rate difference arising between the benefit refunded and the benefit paid shall be borne by the Account Holder.

For the purpose of making the payments referred to in this clause, the Bank is entitled to transfer the funds debited from the Account Holder's Account to an internal account of the Bank which is an account intended for the temporary placement of the funds from the Account Holder's Account. Statements of the aforementioned internal account have the nature of ordinary statements of Payment Account, including the fees to which they are subject and the method and frequency in which they are sent.

2.10 The Bank is obliged, on the basis of a decision by a competent authority or court, to block funds on the Account, as well as all Payment Instruments issued in respect of the Account, and to execute the decision in accordance with laws of general application up to the amount set in the decision of the competent authority, and on the basis of such decision of the competent

authority, to ensure recovery of claim of an entitled entity, in particular, but not limited to, a statutory lien, tax lien, execution lien, distraintment, or the execution of a decision (the “recovery”). In the case of a multiplicity of decisions of the competent authorities the Bank shall block funds on the Account up to the amount of the current total sum of amounts claimed in individual decisions of a competent authority, and shall proceed in this manner until every or last recovery of a claim being recovered through recovery is completed. If the amount of the balance on the Account is higher than the amount of the claim being recovered through recovery, the Bank is entitled to transfer the funds in the amount corresponding to the claim being recovered through recovery to a special account set by the Bank where these funds will be blocked. The funds transferred to the special account shall bear the same interest as the funds on the Account. Disposal of funds on the Account in the amount exceeding the blocked amount is not limited. For keeping the Account, for the provided products and services, for providing the information to the Account Holder on the issues relating to the Account Holder or arising from the relationship between the Account Holder and the Bank, for submitting reports to the auditor of the Account Holder, as well as for other individual actions on the Account the Bank charges the fees pursuant to the Bank’s Price List. The fees are charged on a monthly basis, after the provision of the product or service, after performance of individual action, or as agreed in writing with the Account Holder. For this purpose, the Bank is entitled to use the funds on the Account and debit them from the Account to pay for such fees.

2.11 The Account Holder may request for issue of a debit payment card to the Account and for establishing of the electronic banking services (this shall not apply to the Account under clause 2.12 part I(c) of these Terms and Conditions). The Account Holder may request for an authorised overdraft in the Account (this shall not apply to the products referred to in clause 2.12 part I., and in clause 5.3 of these Terms and Conditions).

2.12 The Bank opens and keeps the following current accounts:

I. Current accounts for non-specific purpose funds, including

- a) basic banking product pursuant to Section 27c of Act No. 483/2001 Coll. on banks and on amendments to certain acts (the “Act on Banks”),
- b) Payment Account with basic functions pursuant to Section 27d of the Act on Banks,
- c) special account for a borrower pursuant to Section 27f of the Act on Banks,
- d) special account for payment of election campaign expenses pursuant to Section 27g of the Act on Banks.

II. Current accounts for specific purpose funds:

- a) Account for depositing cash contributions to pay up the registered capital: the Bank opens such Account on the basis of a memorandum of association or deed of incorporation or articles of association; these documents must be notarised. The amount of an individual deposit and its currency must be stated in the submitted documents (memorandum of association, deed of incorporation or articles of association). The Bank concludes the Account Agreement with the person authorised in the memorandum of association to administer contributions to the registered capital of the company (the “Contribution Administrator”). Upon concluding the Account Agreement, the Bank issues the Contribution Administrator a confirmation of depositing the cash contribution for paying up the registered capital. The account agreement for depositing of cash contribution for paying up the registered capital is concluded for a fixed period, until the company’s incorporation. Disposal of Funds on the Account until incorporation of the company is governed by the provisions of Act No. 513/1991 Coll. the Commercial Code (the “Commercial Code”). Following the incorporation of the company, the Contribution Administrator is required to transfer without undue delay to the company the paid-up cash contribution to the registered capital. If the incorporation does not take place, the Bank shall return the funds to the Contribution Administrator upon request and shall close the Account.

- b) Reserve Fund Account: the Bank opens and keeps this Account in EUR currency. This Account can receive funds only for the purpose of creating a reserve fund under Section 67 of the Commercial Code. Following payment of the fee, the Bank shall issue to the Account Holder a confirmation on depositing of funds to the Reserved Fund Account. The Bank does not issue any payment cards in respect of this Account.
- c) Social Fund Account: the Bank opens and keeps this Account in EUR currency. This Account can receive funds only for the purpose of creating a social fund under Act No. 152/1994 Coll. on the social fund, as amended. Following payment of the fee, the Bank shall issue to the Account Holder a confirmation on depositing of funds to the Social Fund Account. The Bank does not issue any payment cards in respect of this Account.
- d) Account for funds provided from the state budget or the European Union budget: the Bank opens and keeps this Account in EUR currency. Under Act No. 523/2004 Coll. on budgetary rules for public administration and on amendments of certain acts, as amended, the Bank accepts to this Account only funds provided from the state budget or EU budget. The Bank does not issue payment cards in respect of this Account.
- e) Operation, Maintenance and Repairs Fund Account: the Bank opens and keeps this Account in EUR currency. The Account can receive funds only for the purpose of creating an operation, maintenance, and repairs fund pursuant to Act No. 182/1993 Coll. on ownership of apartments and non-residential premises as amended (the "Ownership of Apartments and Non-Residential Premises Ownership Act"). The Bank does not issue payment cards in respect of this Account. The Bank concludes an agreement on the Operation, Maintenance and Repairs Fund Account with the association of apartment owners or with owners of apartments and non-residential premises of a particular apartment building according to the respective deed of title, represented by the manager or an authorised person. Disposal of funds on the Operation, Maintenance and Repairs Fund Account is governed by the provisions of the Apartments and Non-Residential Premises Ownership Act.
- f) Account for Custody of Third Party Funds – notarial custody. The Bank opens and keeps this Account in EUR currency and in selected foreign currencies, and this Account is intended for depositing of third party funds entrusted to a notary for custody.

3. Basic Banking Product

3.1 Pursuant to Section 27c of the Act on Banks, the Bank provides the Basic Banking Product to the Clients who are Consumers and meet the following requirements:

- a) Consumer is 18 years or older,
- b) Consumer files a written application for Basic Banking Product to the Bank, indicating: name, surname, birth registration number, and address of permanent residence of the Consumer,
- c) as of the day of filing the application for Basic Banking Product, Consumer has no Payment Account in the Bank, except for deposit account, cash deposit confirmed by a savings book, or except for accepting the deposits in form of saving programme, i.e. saving using a payment card, saving by one-off or recurrent transfer of funds,
- d) as of the day of filing the application for Basic Banking Product, Consumer's net monthly income does not exceed 1.1 multiple of the minimum wage.

The Consumer shall confirm the facts pursuant to c) and d) in a statutory declaration.

3.2 The Bank may cancel the provision of the Basic Banking Product to a Consumer if it establishes from verifiable facts that:

- a) false information was provided in a statutory declaration,
- b) during the period of the provision of the Basic Banking Product or Payment Account with basic functions, Consumer has opened a Payment Account, except for deposit account or cash deposit

confirmed by a savings book, and except for accepting the deposits in form of saving programme, i.e. saving using a payment card, saving by one-off or recurrent transfer of funds in the bank or branch of a foreign bank,

- c) the total value of the Payment Transactions credited to the Consumer's Payment Account in a calendar year during provision of the Basic Banking Product exceeds 15-multiple of the minimum wage.

3.3 If the conditions for keeping the Basic Banking Product are not complied with, the Bank shall replace the Basic Banking Product by another banking product. The replacement shall take place on the date when the non-compliance with the conditions is identified.

4. Payment Account with basic functions (standard account)

4.1 Pursuant to Section 27d of the Act on Banks, with the effect from 1 February 2016, the Bank provides the Payment Account with basic functions to the Clients who are Consumers and meet the following requirements:

- a) Consumer is a person residing in the European Union, including Consumer not residing on the territory of the Slovak Republic, asylum applicant, and Consumer without any permission for residence granted, however whose deportation is impossible for legal or factual reasons,
- b) Consumer has no Payment Account containing all banking services of a Payment Account with basic functions in any bank or branch of a foreign bank as of the day of filing the application for Payment Account with basic functions,
- c) Consumer files a written application for Payment Account with basic functions to the Bank, indicating: name, surname, birth registration number, address of residence of the Consumer, identity card number and type. The application shall also include a written statutory declaration of the Consumer confirming that the Consumer meets the facts specified in this clause 4.1 hereof.

4.2 If the Bank rejects the Consumer's application for Basic Banking Product or opening of a Payment Account with basic functions, it shall immediately inform the Consumer about the reasons of rejection in writing and free of charge.

4.3 The Bank shall reject the Consumer's application/request for opening the Payment Account with basic functions if the opening of the Account is in conflict with special legislation (Act No. 297/2008 Coll. on the protection against legalisation of the proceeds of crime and the protection against terrorist financing, as amended, hereinafter the "Anti-Money Laundering Act"), or if the applicant has a Payment Account opened in another bank or in a branch of foreign bank containing all banking services of the Payment Account with basic functions, or if 30-day period specified by the Bank for completing an incomplete or not properly filled out application expires in vain.

4.4 The Bank is entitled to cancel the provision of the Payment Account with basic functions to a Consumer if it establishes that the authorised person:

- a) used the Payment Account in contravention of special legislation (the Anti-Money Laundering Act),
- b) did not carry out any Payment Transaction using the Payment Account for more than 24 consecutive months,
- c) provided false information for the purpose of opening the Payment Account with basic functions,
- d) does not have residence in the European Union, or
- e) has an open Payment Account containing banking services of the Payment Account with basic functions.

4.5 If the conditions for keeping the Payment Account with basic functions are not complied with, the Bank shall replace the Payment Account with basic functions by another banking account. The replacement shall take place on the date when the non-compliance with the conditions is identified.

5. Transparent Account

- 5.1 Pursuant to Section 27g of the Act on Banks, the Bank shall provide a special account for the payment of election campaign expenses (the "Election Transparent Account") to the following Clients:
- a) a political party in connection with the financing of an election campaign in elections to the National Council of the Slovak Republic, the European Parliament, municipal and regional self-government bodies,
 - b) a candidate for the president of the Slovak Republic,
 - c) an independent candidate for chairman of a self-governing region,
 - d) an independent candidate for mayor of a municipality or mayor of an urban district,
 - e) an independent candidate for mayor of a city (including the Slovak capital Bratislava and the city of Košice).
- 5.2 Transparent Account is not intended for cash deposits, funds must be deposited exclusively by transfer from another account. The Account Holder shall be fully responsible for fulfilment of the conditions and complying with the obligations and rules of maintaining the Election Transparent Account, as stipulated by Act No. 181/2014 Coll. on election campaign and amending Act No. 85/2006 Coll. on political parties and political movements as amended, and special legislation.
- 5.3 The Bank may also maintain a transparent account to Clients other than those referred to under clause 5.1, for the purpose of making selected data on the Account and individual transactions on the Account transparent in favour of third parties.
- 5.4 Upon the Client's consent, the Bank shall publish the overview of transactions on the account under clauses 5.1 and 5.3 hereof on the Bank's Website at <https://moja.csob.sk/transparent-accounts>. The Bank shall start publishing the overview of Payment Transactions no later than on the Working Day following the effective date of the Agreement, and in relation to the publication of the overview of transactions no later than the next Working Day after the settlement of the relevant Payment Transaction or after a change in the data in the overview of transactions. The Account Holder shall be responsible for the content and accuracy of the data in the overview of transactions. The Bank shall terminate the publication of the overview of transactions under this clause upon termination of the Agreement relating to the Transparent Account.
- 5.5 In the case that the Bank demonstrably finds out that the Account Holder has used this Account in conflict with Act No. 297/2008 Coll. on the protection against money laundering and terrorist financing, the Bank shall be entitled to cancel the Election Transparent Account; the cancellation of the Account shall take effect on the date of execution of the notice of termination of the Agreement by the Bank.

6. Disposal of Account

- 6.1 Only the Account Holder or an Authorised Person according to the respective provisions of these Terms and Conditions is entitled to dispose of the Account. A person other than the Account Holder or Authorised Person may dispose of the Account only on the basis of a power of attorney (pursuant to the GBC). The Account Holder is not entitled, without the Bank's prior written consent, to assign to a third party any claim it has toward the Bank (including a claim for payment or transfer of funds from the Account) or otherwise dispose of the same. The Account Holder is not entitled to establish, without the Bank's written consent, a lien on the Account Holder's claims for payment or transfer of funds of the Account Holder kept on the Account.
- 6.2 When opening an Account, the Account Holder shall specify for the respective Account the Disposal Authorisations (i.e. the rights given by the Account Holder to an Authorised Person in

respect of the Account) of the Authorised Persons in a special document of the Bank. The Account Holder and Authorised Persons are required to give their Specimen Signatures on a form of the Bank in the presence of an employee of the Bank, otherwise their signatures must be officially certified. If, at the time of specifying or changing the Disposal Authorisations, an Authorised Person has not given/made their Specimen Signatures at the Bank, they shall not be entitled to Dispose of Funds on the Account, securities on the Account Holder's investment account, or Dispose of the Account, even if they are stated on the given Disposal Authorisations as an Authorised Person. At the Account Holder's request, Disposal Authorisations may also include other security methods, e.g. setting a maximum limit on a single Payment Transaction, combination of signatures of the Authorised Persons, stamp. The Account Holder is required to maintain confidentiality regarding the Specimen Signatures, Disposal Authorisations, and other security methods. An Account Agreement shall include, in addition to the Disposal Authorisations, also a list of persons authorised by a power of attorney to submit Payment Orders and SEPA Direct Debits Authorisations, and set up a SEPA Direct Debit Payment Service.

- 6.3 A minor for whom the Bank has opened an Account at the request of a person authorised to act on behalf of the minor, following the submission of documents referred to in the respective provisions of these Terms and Conditions or GBC, may from 15 years of age until reaching the age of maturity Dispose of the Account within the scope of authorisation specified by their legal representative in the Disposal Authorisations. Upon reaching 18 years of age, or if a minor (aged 16 years or above) becomes an adult through marriage, after proving this fact, Disposal Authorisations of legal representatives shall cease and this person becomes entitled, after giving new Specimen Signatures and specifying Disposal Authorisations at the Bank, to Dispose of the Account without restriction as an Account Holder.
- 6.4 The Account Holder may change the Disposal Authorisations for an Account, and such changed Disposal Authorisations shall take effect no later than on the Working Day following their receipt by the Bank, unless the Account Holder requests a later effective date. Changes to Disposal Authorisations shall not apply to instructions received prior to their effective date. The Account Holder may cancel the Disposal Authorisations with the immediate effect only.
- 6.5 The Authorised Person is entitled to Dispose of Funds on the Account, to check the available balance on the Account, to deliver written instructions to the Bank, to receive correspondence for the Account Holder, unless such correspondence is to be received personally by the Account Holder. All other rights relating to Account maintenance and arising from the Agreement belong to the Account Holder only. The Authorised Person is entitled to authorise a third party within the scope of their authorisations only with the Account Holder's prior written consent.
- 6.6 Disposal of Account may be subject to or restricted by blocking the Account (on the basis of a special written agreement), as well as by a ban on Disposal of funds on the Account on the basis of a written instruction of the Account Holder (blocking of funds), order of a court, executor, or other authorised authority to ban the Disposal of Account and of Funds on the Account. The Bank shall not be liable for any damage incurred by the Account Holder in consequence of restriction on Disposal of Account and Disposal of Funds on the Account by an authorised person.
- 6.7 If, during the term of contractual relationship with the Bank, an Account Holder loses the capacity to Dispose of Account or their capacity to Dispose of Account or Dispose of Funds on the Account is restricted, but they are not or will not be deprived of legal capacity, or their legal capacity is restricted by a court (paralysis, blindness, deafness, inability to write or read), the Account or funds on the Account shall be disposed by a person who presents a power of attorney drawn up for this purpose in the form of a notarial deed.
- 6.8 In the event of the loss of an identity document or Payment Instrument, limits may be placed on withdrawals from the Account (e.g. blocking of funds on the Account, blocking of payment cards).

7. Termination of the Framework Agreement and the related provisions

- 7.1 The Bank is entitled to withdraw from a Framework Agreement and to close an Account if at least the basic minimum deposit has not been deposited on the Account within 10 Working Days of the Framework Agreement being concluded, or, in cases where the Account Holder is an obliged entity pursuant to Act No. 211/2000 Coll. on freedom of access to information and on amendments to certain acts, if such Account Holder has not presented to the Bank a confirmation proving publication of the Account Agreement pursuant to the respective provisions of laws of general application within 3 months of concluding the Account Agreement.
- 7.2 The Bank is also entitled to withdraw from the Framework Agreement with immediate effect and to close / cancel the Account in the following cases:
- a) the Bank reasonably suspects that the Account Holder's action is in contravention of laws of general application or is contrary to good morals,
 - b) where the Bank is entitled or obliged to do so pursuant to laws of general application (in particular the Anti-Money Laundering Act)
 - c) the Account Holder has acted in contravention of the General Business Conditions of the Bank or these Terms and Conditions,
 - d) bankruptcy has been declared over the Account Holder's property or restructuring proceedings have begun and the balance of funds on the Account Holder's account is lower than the minimum balance,
 - e) the Account Holder indicated incorrect, incomplete or misleading data in concluding the contractual relationship, or during the existence of the contractual relationship with the Bank, and such data are of significant importance for further duration of the Framework Agreement, or the Bank cannot perform basic due diligence pursuant to the Anti-Money Laundering Act on the basis of such data,
 - f) there has been an unauthorised overdraft on the Account Holder's Account without the Bank's consent,
 - g) there has been no transaction on the Account Holder's Account over the past four years.
- In the case that a payment card has been issued as a Payment Instrument pursuant to the Payment Services Act, the Bank is entitled to terminate the validity of the payment card, and terminate the provision of ancillary services and insurance on the date of establishing the fact authorising the Bank to withdraw from the Framework Agreement with immediate effect according to the this clause.
- 7.3 The Bank and Account Holder may terminate the Framework Agreement in writing at any time. In the case of termination by the Account Holder, the notice period is one month starting from the day following the date on which the Account Holder's notice was delivered to the Bank. If no Payment Instrument has been issued in respect of the Account and there are products and services linked to the Account that can be terminated concurrently with the Framework Agreement, the notice period shall not apply and the Agreement shall terminate at the latest on the Working Day following the date of delivery of the written notice of termination to the Bank. In the case that a payment card has been issued in respect of the Account as a Payment Instrument, the Bank shall be entitled to terminate the validity of the payment card, including termination of the provision of ancillary services and insurance, no later than 30 days prior to the date of termination of the contractual relationship. The Bank shall accept also a notice of termination of the Framework Agreement delivered by post, but only where the authenticity of the Account Holder's signature on the notice of termination has been officially certified. In the event that an Account Holder – Non-Consumer has concluded with the Bank a SEPA Direct

Debit Agreement, the notice period of the Framework Agreement shall not expire sooner than the notice period under the SEPA Direct Debit Agreement.

- 7.4 The Bank may terminate the Framework Agreement in writing with a two-month notice period, starting to run on the first day of the month following the month in which the written notice of termination was sent by the Bank, and this also without giving a reason. The Bank may terminate an Account Agreement with immediate effect if the Account Holder has acted in a demonstrably fraudulent way, or in the event of a breach of contractual conditions stipulated in the Framework Agreement.
- 7.5 In the event of termination of the Framework Agreement, the Bank shall net/offset the receivables and liabilities related to the Account and close the Account. The Bank shall dispose of the balance of funds on the cancelled Account according to the Account Holder's written instructions. If the Account Holder does not specify how the Bank is to dispose of the Account balance, the Bank shall close the Account and register the balance on the Account without interest until the expiration of the right to its payment. If the Account is denominated in currency other than EUR, the Bank is entitled to unilaterally convert the Account balance from such other currency to Euro (EUR) on the last Working Day before expiration of the Framework Agreement at the exchange rate to be determined on the basis of the current exchange rate given in the exchange rate sheet at the time of conversion. If no such rate is available, at the exchange rate on the interbank foreign market in force at the time of conversion. If no such rate is available, the Bank shall determine the rate with due diligence. If the Account Holder terminates the Framework Agreement relating to the Account and the Account is in unauthorised overdraft, the Account Holder shall settle the debit balance, including the interest due, by the end of the notice period.
- 7.6 On the day when the Bank demonstrably learns of the death of the Account Holder, of their declaration as dead, or of the Account Holder being wound up, the Bank shall block the funds on the Account and stop sending any correspondence whatsoever relating to the Account, with the exception of the case of an unauthorised debit balance on the Account, in which case the Bank is entitled to continue sending correspondence. The Account of a deceased Account Holder – natural person shall not bear any interest, and likewise the Bank shall not debit from the Account any fees that the Bank charged up to the date of notification of the Client's death pursuant to the Bank's Price List. This regime, though, shall not apply to winding up of the Client – legal entity, or natural person – entrepreneur. The Bank shall make it possible to Dispose of Funds on the Account according to the decision of a court or competent authority executing inheritance proceedings, or which is proven by documents confirming the Client's legal succession. Upon death of the Account Holder, or their declaration as dead, or on the date when the Bank demonstrably learns of this fact, all instructions and powers of attorney, including all Authorisations of Authorised Persons, shall expire. In the case of winding up of a natural person – entrepreneur or a legal entity without a legal successor, the Bank is entitled to close the Account Holder's Accounts and pay out any balances in accordance with the applicable legislation. The death of the Account Holder is without prejudice to the Bank's right to debit the funds from the Account to pay the Bank's claims with accessories pursuant to these Terms and Conditions or pursuant to other contracts and agreements concluded between the Bank and the Account Holder, thus the Bank is entitled, even after the Account has been blocked, to debit the funds from the Account to pay the Bank's claims with accessories.

8. Cash Payment Transactions

- 8.1 The Bank accepts cash deposits in favour of Accounts in EUR currency and in selected foreign currencies listed on the Bank's exchange rate sheet. Deposits of foreign currency coins are restricted only to the selected currencies and values, a list of which is made available in the Bank's places of business open to the public. The Bank also accepts cash via secured packages

according to the contractually agreed conditions. The Bank also enables at selected branches to make cash deposits through Recycling ATMs. The Bank shall make a cash payment from a third party to the Beneficiary's Account kept by the Bank on the basis of the Cash Deposit Form. The Cash Deposit Form shall include the following mandatory details:

- a) the Beneficiary's Account number;
- b) the currency of the Account (EUR);
- c) the amount;
- d) variable symbol;
- e) the name of the Account Holder;
- f) the Payer's signature;
- g) the Payer's identification (name and surname, date of birth, address of permanent residence, type, number and country of issue of the identity document).

- 8.2 If a Consumer deposits funds in cash on an Account in the currency in which the Account is kept, the Bank shall ensure that this amount is credited to the Account and made available without undue delay after the point of time of receipt of funds. If a Non-Consumer payment services user deposits funds in cash on an Account kept by the Bank in a currency other than the currency in which the Account is kept, the Bank shall ensure that the payment services user can dispose of this amount after its crediting to the Account no later than on the Working Day following the acceptance of the funds. If, in the case of a cash deposit by means of Recycling ATM, any banknotes are assessed by the Recycling ATM as suspected of being counterfeit, altered or coming from illegal production, the Bank shall retain these banknotes without compensation and shall immediately arrange for such banknotes to be sent to the National Bank of Slovakia for assessment. If the National Bank of Slovakia assesses such banknotes as genuine, the Bank shall credit the amount of the value of these banknotes to the Account in favour of which their cash deposit should have been made via the Recycling ATM. If the banknotes are assessed by the Recycling ATM as damaged or otherwise suspicious during the cash deposit via the Recycling ATM, the Bank shall credit the amount of the value of these banknotes to the Account in favour of which their cash deposit was made via the Recycling ATM. If, upon subsequent inspection of such banknotes by the Bank, suspicion arises that they are counterfeit, altered, or illegally produced, the Bank shall immediately arrange for such banknotes to be sent to the National Bank of Slovakia for assessment. If the National Bank of Slovakia assesses such banknotes as damaged or counterfeit or as banknotes likely to be the result of criminal activities, the Bank shall be entitled to debit the amount of such banknotes from the Account in favour of which their cash deposit was made via the Recycling ATM and to which they were credited, within 30 days from the date of receipt of the opinion of the National Bank of Slovakia on the detection of a damaged or counterfeit banknote received via the Recycling ATM, even if such debiting results in an unauthorised debit balance on the Account Holder's Account. If, within the cash deposit via the Recycling ATM, the coins are deposited which the National Bank of Slovakia assesses to have been altered intentionally or by a procedure which could reasonably be expected to have had the effect of altering them, without prejudice to the compensation for coins collected for charitable purposes, and are retained by the National Bank of Slovakia without compensation for the Bank, the Bank shall be entitled to debit the amount of such coins from the Account in favour of which their cash deposit was made via the Recycling ATM, within 30 days from the date of delivery of the opinion from the National Bank of Slovakia on the detection of damaged coins received via the Recycling ATM and this even if such debiting results in an unauthorised debit balance on the Account Holder's Account. Should the Client complain about Payment Transactions made as a cash deposit through the Recycling ATM, the Bank shall, after a preliminary investigation of the complaint, repay the Client the amount of funds requested by the Client in the complaint before full examination and final decision on the Client's complaint. However, at the same time, the Bank is also entitled to temporarily block this amount of funds

until the final resolution of the Client's complaint. Should, after reviewing the Client's complaint, the Bank determine that the Client's complaint is not justified, the Bank shall reject the complaint and debit the amount of funds claimed by the Client in the complaint and credited by the Bank to the Client's Account, after preliminary investigation of the complaint, from the Client's Account. If an unauthorised debit balance arises on the Client's Account after the settlement, the Client shall settle the unauthorised debit balance within 30 days from the date of receipt of the decision on the complaint.

- 8.3 In the case of cash deposit/withdrawal in excess of EUR 2,000 or its equivalent in a foreign currency the Bank is entitled to require the submission of an inventory of banknotes and coins.
- 8.4 The Client withdraws cash from an Account by presenting a proof of identity and signing a withdrawal form, or by means of a payment card. The Client or Authorised Person shall always confirm the cash withdrawal by signing the specified cashier document. In the case of a cash withdrawal of EUR 3,300 or more (a one-off withdrawal from one Account at one branch) the Bank is entitled to require from the Client, in addition to an identity document, also further proof of identity (e.g. a driving licence).
- 8.5 If a cash withdrawal exceeds the limit set for the Bank's particular place of business open to the public, the Client is required to present a completed cash withdrawal notice form to the Bank in advance and a completed inventory of the required banknotes and coins. The above shall apply to cumulative withdrawals from one Account or savings book of the Client within a single Working Day.
- 8.6 The Bank is entitled to refuse a request for Payment of funds if, at the time of receiving the request, sufficient funds are not available on the Client's Account to the debit of which the requested transaction is to be made.
- 8.7 In the case of a cash withdrawal with a set number of banknotes and coins in specific denominations, the Bank is entitled to require the submission of an inventory total of the banknotes and coins. In the case of a cash withdrawal from the Client's Account maintained in a foreign currency, the Bank is not required to comply with a requested composition of banknotes and coins in the funds paid out.
- 8.8 The Client is required to count cash received immediately. Any claim made after the Client has taken receipt of the cash and moved away from the cashier's desk or from the cashier's window shall be disregarded. After taking receipt of a cashier confirmation on a cash transaction and/or after moving away from the Bank's cashier desk or cashier window, the Client is not entitled to request cancellation of the Payment Transaction.
- 8.9 The Bank purchases only undamaged or slightly damaged banknotes in foreign currencies listed on the exchange rate sheet. The degree of banknote damage is assessed by a Bank employee. The Bank shall exchange damaged banknotes or coins in EUR currency in accordance with laws of general application. The Bank shall withhold banknotes and coins of dubious authenticity without replacement and in accordance with laws of general application.
- 8.10 Foreign exchange activity shall mean the execution of foreign exchange Transactions relating to the purchase or sale of foreign currency cash. The Bank is entitled to specify the foreign currencies in which it carries out foreign exchange activity in accordance with laws of general application. Information on exchange rates are published at the Bank's places of business open to the public and on the Website.

9. Non-Cash Payment Transactions

- 9.1 The Client is entitled to Dispose of Funds on the Account by means of electronic distribution channels, by a payment card, or on the basis of a Payment Order, using the Bank's applicable forms, or other forms approved by the Bank in advance; in the case of SEPA Direct Debit service, in accordance with the conditions agreed in establishing this service at the Bank, and this up to the amount of the available balance on the Account (the Account balance reduced by the sum

of the minimum balance on the Account according to clause 2.4 hereof), or up to the contractually agreed amount in the case of agreement between the Bank and the Account Holder concluded in accordance with Section 710 of the Commercial Code (authorised overdraft). The Bank is entitled to refuse to execute a Payment Order that does not contain the details required by these Terms and Conditions, in which case it shall bear no liability for its non-execution. The Bank shall take as long as necessary to verify all the information accompanying a Payment and, depending on the results of verification, it shall process the Payment after verification, though it may block or refuse to process the Payment if it suspects that the Payment may be in violation of the law of the Slovak Republic or another state, may be related to a sanctioned person or person with direct or indirect links to a sanctioned person under economic, commercial or any other type of sanctions imposed by the United Nations, the European Union or any other state, or may be directly or indirectly linked to illegal activity.

- 9.2 The Client shall deliver a Payment Order or other order to the Bank within the time limit set by the Bank for execution of the Payment Transaction. The document "Cut-off time for payment transactions" available on the Website forms part of these Terms and Conditions and the Bank is entitled to update it. The Bank shall publish the updated version of the "Cut-off time for payment transactions" in all places of business open to the public and on the Website. A Payment, Payment Order or other order received after the cut-off time shall be deemed to be received on the next business or calendar day, as defined in the document "Cut-off time for payment transactions". If the Client delivers a Payment Order using the Swift MT101 message with a request to execute Express SEPA Direct Debit (using the code "URGP") after the cut-off time, the Payment Order will be processed as a SEPA Payment (in the case under clause 9.3 of these Terms and Conditions, point a) shall apply). The Bank reserves the right to change the Maturity Date for Payment Order for a SEPA Direct Debit in accordance with the time limits set out in the document "Cut-off time for payment transactions". The Bank shall refuse to process a Payment Order for SEPA Direct Debit indicating a Maturity Date in the past or a Maturity Date that is more than 30 calendar days after the date of receipt of the Payment Order by the Bank. If a Payment Order specifies a Maturity Date more than 365 calendar days after the date of receipt of the Payment Order by the Bank, the Bank is entitled not to execute such Payment Order.
- 9.3 Entry or change or cancelation of a Standing Order shall enter into force and effect no later than one Working Day after its receipt by the Bank, unless agreed otherwise.
- 9.4 The Bank is entitled to cancel the Standing Order on the Payer's Account no later than on the date of cancellation of the Account of the Beneficiary of the Standing Order.
- 9.5 In the case of an exceptional request by the Client for processing of a Payment Transaction after the cut-off time, the Bank shall assess the possibility of executing the Payment Transaction and reserves the right not to process the Payment Transaction.
- 9.6 The Client may deliver a Payment Order in the following ways:
- in documentary (paper) form, using any of the types of Payment Orders, or
 - in electronic form by means of electronic distribution channels, or Swift MT101 message.
- The Client shall issue a Payment Order enabling the sending bank to generate a Payment Order in the form of Swift MT101 message fulfilling the required particulars published by ČSOB on the Bank's Website www.csob.sk under the title "Required particulars of a transfer order in SWIFT format MT101" and the requirements given in these Terms and Conditions.
- 9.7 A Payment Order in a paper form must be completed legibly and in full; the details in the Payment Order in a paper form may not be crossed out, erased, or overwritten and the Payment Order must be signed in accordance with the Specimen Signatures and Disposal Authorisations for the Payment Account valid at the point of time of receipt of the Payment Order by the Bank, or, where relevant, must be authorised in the manner agreed in advance. The Bank shall not process a Payment Order sent by post. By signing the Payment Order, the Client confirms the

completeness, material accuracy, and veracity of all data given in the Payment Order in a paper form.

- 9.8 Responsibility for the completeness, accuracy, and veracity of all data given in a Payment Order, in a SEPA Direct Debit Authorisation, in a Request for Refusal/Return of the SEPA Direct Debit, in a Request for CID adding/cancellation of the “sleeping” SEPA Direct Debit Authorisation and in the Account protection against SEPA Direct Debits lies with the Client. Responsibility for the completeness, accuracy, and veracity of all data given in establishing a SEPA Direct Debit service at the Bank lies with the Creditor. The Bank shall not carry out any material check of the data indicated in the form. The Bank is not obliged to accept a Payment Order, SEPA Direct Debit Authorisation, Request for Refusal/Return of the SEPA Direct Debit, Request for CID adding/cancellation of the “sleeping” SEPA Direct Debit Authorisation, Request for Account protection against SEPA Direct Debits, and documents for setting up the SEPA Direct Debit service if these documents are not completed in accordance with the conditions set by the Bank and/or laws of general application. In such case, the Bank shall not be liable for damage incurred through their non-execution. The Bank shall not be liable for incorrectly stated or missing data in a Payment Order and the consequent delay or return of the Payment, or for the incurrence of additional fees charged by correspondent banks.
- 9.9 If the Payer indicates incorrect identification data of the Beneficiary’s Bank in the Payment Order, the Bank shall not bear any liability for not executing it, or for executing it incorrectly. If the name and address of the Beneficiary’s Bank as indicated by the Client do not match the BIC for the Beneficiary’s Bank, the Bank has the right to execute payment based on the BIC for the Beneficiary’s Bank or to refuse to execute the Payment Transaction. If the BIC of the Beneficiary’s Bank as indicated by the Client is at variance with the Beneficiary’s Bank’s identification code in IBAN, the Bank has the right to make the payment on the basis of IBAN.
- 9.10 The Bank is obliged to verify the Authorisation of a Client’s Payment Orders according to the Disposal Authorisations and Specimen Signatures or other identification keys agreed between the Client and the Bank, and to verify the identity of the person submitting the Payment Order. The Bank shall execute only a Payment Order that has been authorised by the Client and which fulfils all mandatory requirements set forth in these Terms and Conditions. The Bank is entitled to refuse to execute a Payment Order that has not been authorised by the Client, whereupon it shall not bear any liability for its non-execution.
- 9.11 In order for the Bank to execute a Payment Order on its Maturity Date, the Payer is required to ensure that there are sufficient funds on the Payer’s account on the Maturity Date at the time of processing. In order for the Bank to execute a Payment Order for direct debit on the Maturity Date, the Payer is required to ensure that there are sufficient funds on the Account at the beginning of the Maturity Date, at the time when the Bank is obliged to verify the amount of the available balance on the Payer’s Account. Available balance means the amount of the Account balance reduced by the amount of minimum balance on the Account under clause 2.4 of these Terms and Conditions.
- 9.12 If the Bank receives multiple Payment Orders with the same Maturity Date and there are insufficient funds on the Client’s Account, the Bank is entitled to decide on the order in which Payment Orders are to be executed.
- 9.13 If the Payer does not have sufficient funds on the Account on the Maturity Date, the Bank shall:
- a) not execute the Payment Order for Settlement and shall repeat its execution within a period of two Working Days after the Payment Order’s Maturity Date. If the Payer fails to ensure the sufficient funds on the Payment Account within this period, the Bank shall refuse to execute the Payment Order and cancel the Payment Order.
 - b) not execute the Payment Order and not repeat subsequent Payment Orders in the case of:
 - SEPA Direct Debit,

- Express and Urgent Payment in EUR currency within the SEPA countries, including the Slovak Republic,
- SEPA Standing Order with a daily frequency,
- Express and Urgent Payment abroad,
- a Payment entered via electronic channels in the option "credit card repayment instalment".

9.14 If the Bank refuses to execute a Payment Transaction, it shall inform the Payer of this fact by letter, electronic communication channels or by telephone.

The Bank shall inform the Client that a Payment Transaction was not executed in the following cases:

- a) a formal error in the Payment Order,
- b) insufficient financial coverage on the Payer's Account,
- c) if the amount of a SEPA Direct Debit exceeds the limit specified by the Payer in the SEPA Direct Debit Authorisation,
- d) unavailability of the Beneficiary's Account at the Bank,
- e) if the Bank does not have at its disposal a valid SEPA Direct Debit Authorisation or does not keep an Account open in relation to SEPA Direct Debit CORE scheme for the Client.

The Bank is entitled to charge a fee for information under this clause in accordance with the Bank's applicable Price List.

If the Client requests the cancellation of a previously agreed method for delivery of information on refusal to execute a Payment Transaction and also fails to request the Bank to send information by another method agreed in advance, this shall constitute a circumstance excluding the Bank's liability for damage incurred by the Client as a result of failure to deliver information on the refusal to execute a Payment Transaction.

9.15 If the Client has sufficient funds on the Account, the Bank shall debit the amount of the Payment Transaction from the Payer's Account on the Maturity Date of the Payment Order. If the Maturity Date is indicated in the Payment Order and the conditions for executing a Payment Transaction are satisfied, the amount of the Payment Transaction shall be debited on that day. If the Maturity Date falls on a day other than a Working Day of the Bank, the amount of the Payment Transaction shall be debited on the following Working Day of the Bank pursuant to the document "Cut-off time for payment transactions". The Maturity Date of the Payment Order then becomes irrevocable. The Bank shall execute the Payment Transactions following the due fulfilment of the obligations under the Anti-Money Laundering Act.

9.16 In the case that the Client requests the Bank to refund the amount of a Payment Transaction executed without any error of the Bank, the Bank shall communicate the Client's request to the Beneficiary's Bank. The Bank shall bear no responsibility for the decision on returning the amount and is not competent to ensure the refund of already executed Payment Transaction to the Client's Account.

9.17 The Bank shall execute the following non-cash Payment Transactions under the conditions set out in these Terms and Conditions and subject to the time limits set by the Bank:

- a) transfers in EUR, if the Payer's Bank and the Beneficiary's Bank have their registered office in the territory of the SEPA countries (the "SEPA Payment Transactions"),
- b) transfers in other currencies or in EUR outside the SEPA countries. This category also includes transfers in EUR within the SEPA countries not meeting the conditions of SEPA Payment (the "Cross-border Payment Transactions"),
- c) transfers in EUR or foreign currency, if the Payer's Account and the Beneficiary's Account are kept in the Bank (the "Payments within ČSOB SR"),
- d) Intracompany Payment Transactions – payments between the Accounts of one company or between the Accounts of companies having between themselves the status of a controlled entity and controlling entity pursuant to Section 66a of the Commercial Code, used in the Cross-border

Payment Transactions. Payment Orders must be sent to the Bank electronically and correctly marked with the symbol "INTC".

An overview of the types of non-cash Payment Transaction for each electronic banking service is given in Overview of Non-Cash Payment Transactions, which forms Annex 1 of these Terms and Conditions.

A. SEPA Payment Transactions

9.18 The Bank executes in documentary form the SEPA Payment Transactions and Payments within ČSOB SR in EUR currency on the basis of a SEPA Payment Order, SEPA Bulk Payment Order, SEPA Standing Order, SEPA Direct Debit Authorisation presented by the Client at the Bank's places of business open to the public (hereinafter also "at a branch").

9.19 SEPA Payment Order, SEPA Bulk Payment Order shall contain the following mandatory details:

- a) the Payer's Account number in IBAN format,
- b) the Beneficiary's Account number in IBAN format,
- c) the name of the Beneficiary (only for SEPA Payments within SEPA countries other than the Slovak Republic),
- d) the amount, "total amount" (containing at most eleven numerical characters, including two decimal places),
- f) the Payer's signature according to the Specimen Signature, or other verification key, if contractually agreed.

Optional details:

- aa) Maturity Date (in the case of electronic payments, the maturity date is a mandatory detail),
- ab) variable symbol (VS – maximum ten numerical characters),
- ac) specific symbol (ŠS – maximum ten numerical characters),
- ad) constant symbol (KS – maximum four numerical characters),
- ae) information for the Beneficiary,
- af) the Payer's reference,
- ag) BIC – code of the Beneficiary's Bank
- ah) the place and date of issue of the Payment Order (in the case of paper form).

Where the Payer enters in the SEPA Payment Order the variable, specific and constant symbols, but also gives the Payer's reference, the Bank shall send the Beneficiary's Bank the stated information as follows:

- a) to Another Bank in the Slovak Republic: the variable, specific and constant symbols,
- b) to Another Bank in the SEPA countries (other than the Slovak Republic): the Payer's reference.

A Payment Order meeting the requirements under this clause which the Bank provides via selected electronic distribution channels is also considered to be a SEPA Payment.

Urgent Payment in EUR currency within the Slovak Republic is submitted by the Client in a paper form on a SEPA Payment Order form, on which the Client marks the word "Urgent" with a cross.

Express Payment in EUR currency within the Slovak Republic is submitted by the Client in a paper form on a SEPA Payment Order form, on which the Client marks the word "Express" with a cross.

Express or Urgent Payment in EUR within SEPA countries is not considered to be SEPA Payment and is subject to fees pursuant to the applicable Bank's Price List and delivered in accordance with the specified time limits.

9.20 SEPA Standing Order shall contain the same mandatory details as SEPA Payment Order under clause 9.19 of these Terms and Conditions, as well as the following:

Mandatory details:

- a) entry or change or cancelation of SEPA Standing Order,
- b) amount (the Payer indicates the amount that is to be transferred from the Payment Account or the amount that is to remain on the Payment Account; if the Payer wishes to transfer all the funds, the Payer shall not indicate the amount),
- c) payment frequency (frequency of recurring payment),
- d) recurring payment date (in the form indicated as "Payment date " or "Valid from"),

Optional details:

- aa) suspension of a SEPA Standing Order (in the case of a paper form),
- bb) effective date of the change (in the case of a paper form; the Client indicates the date as of which the SEPA Standing Order is to be changed),
- cc) expiration date (if not indicated, it shall be deemed to be the Standing Order with an unlimited validity),
- dd) first payment date (if not indicated, the first payment shall be executed on the date of recurring payment; the paper form allows setting the first payment date different than every subsequent recurring payment).

The Bank also provides a SEPA Standing Order meeting the requirements under this clause via selected electronic distribution channels.

The following details of SEPA Standing Order can be changed:

- a) amount,
- b) the Beneficiary's Account number (in the case of a paper form),
- c) variable, specific, constant symbol,
- d) information for the Beneficiary,
- e) frequency of payment (in the case of a paper form),
- f) suspension of a SEPA Standing Order (in the case of a paper form),
- g) payment date (in the case of a paper form),
- h) effective date of the change (in the case of a paper form),
- i) expiration date.

9.21 SEPA Direct Debit Authorisation shall contain the following mandatory details:

- a) the Payer's Account number in IBAN format,
- b) CID – Creditor Identifier,
- c) mandate reference (unique identification data specified by the Creditor in the mandate, containing at most 35 characters; mandatory detail for B2B scheme type),
- d) scheme type (CORE or B2B),
- e) direct debit type (one-off or recurrent),
- f) setting or change or cancellation of SEPA Direct Debit Authorisation,
- g) specification of EUR currency,
- h) the Payer's signature according to the Specimen Signature, or other verification key, if contractually agreed,
- i) verification of the identity of the person submitting a Payment Order (in the case of a paper form).

Optional details:

- a) the name of the Beneficiary,

- b) mandate reference (optional detail for CORE scheme)
- c) maximum amount (if not indicated, authorisation is deemed to be given for an unlimited maximum amount),
- d) effective date (if not indicated, the effective date is the date following the date of delivery to the branch),
- e) expiration date (if not indicated, authorisation is deemed to be given for an unlimited period),
- f) the place and date of issue (in the case of a paper form).

The authorisation meeting the requirements under this clause 9.21 of these Terms and Conditions which the Bank provides by means of selected electronic distribution channels is also considered to be SEPA Direct Debit Authorisation. The mandatory details for SEPA Direct Debit Authorisation are marked with * in electronic distribution channels. The Bank shall change or cancel the SEPA Direct Debit Authorisation as requested by the Client in paper form provided that the mandatory details match the details of the Client's SEPA Direct Debit Authorisation in the Bank information system. SEPA Direct Debit Authorisation – one-off direct debit can be used only in a paper form at a branch.

- 9.22 The following details of the SEPA Direct Debit Authorisation may be changed in paper form:
- a) maximum amount,
 - b) expiration date.
- 9.23 The following details of the SEPA Direct Debit Authorisation may be changed via electronic distribution channels:
- a) mandate reference,
 - b) maximum amount,
 - c) expiration date,
 - d) the name of the direct debit authorisation.
- 9.24 The Client shall ensure that the details of the SEPA Direct Debit Authorisation are updated in line with the changes in the SEPA Direct Debit Mandate.
- 9.25 The Bank checks the conformity between the following data given in the valid SEPA Direct Debit Authorisation and the data indicated in the received Payment Order for a SEPA Direct Debit:
- a) the Payer's account number in IBAN format
 - b) CID – Creditor Identifier
 - c) CORE or B2B scheme type
 - d) mandate reference (if indicated in the SEPA Direct Debit Authorisation)
 - e) maximum amount (if indicated in the SEPA Direct Debit Authorisation)
- 9.26 A Payment Order for a SEPA Direct Debit in favour of the Payer's Bank which is included in EBA STEP2 European clearing on the Maturity Date of the Payment Order for a SEPA Direct Debit may be rejected by the clearing, which means that the Bank does not guarantee the processing of such Payment Order for a SEPA Direct Debit.

B. Cross-border Payment Transactions

- 9.27 The Bank executes cross-border Payment Transactions in EUR currency outside the SEPA countries, in foreign currencies, Payment Transactions within ČSOB SR in foreign currencies, and Payment Transactions with conversion on the basis of a Foreign Payment Order and Standing Foreign Payment Order.
- 9.28 Foreign Payment Order shall contain the following mandatory details:
- a) the Payer's Account number in IBAN format,
 - b) the Payer's name and address,
 - c) the Beneficiary's Account number (in IBAN structure for the Payment Transactions within SEPA countries),

- d) the Beneficiary's name,
- e) the Beneficiary's address (mandatory only for a Payment Order to the USA or in USD. It must have the following format: street, city, zip code, state. P.O. Box is not considered to be address),
- f) BIC – the Beneficiary's Bank code or full name and address of the Beneficiary's Bank, national routing code of the Beneficiary's Bank. If the Payer fails to indicate IBAN and BIC in correct form or indicates an identifier of the Beneficiary's Account other than IBAN, the foreign Beneficiary's Bank may require additional fees, or return the payment
- g) the currency of the Payment Transaction (ISO code of the currency according to the NBS code list),
- h) the amount of the Payment Transaction (maximum eleven numerical characters, including two decimal places),
- i) the selection of one of the following charge codes of the Payment Transaction:
 - OUR** (all charges are borne by the Payer); the Bank shall consider the indication of the Payment Transaction charge code OUR to be an explicit request by the Client to execute a cross-border payment so that all charges be paid by the Payer. By indicating the respective Payment Transaction charge code, the Client consents to charging an Additional Fee for the Payment Transaction, as specified in the Bank's Price List.
 - SHA** (the Payer pays the charges of the Payer's Bank, the Beneficiary pays the charges of the Beneficiary's Bank and intermediary banks); the charge code SHA is obligatory in payments in any currency within the EEA countries, unless agreed otherwise at the Client's explicit request,
 - BEN** (all charges are borne by the Beneficiary). This code is not permitted for payments within the EEA countries. A Payment Order in which the Client states the charge code BEN within the EEA countries will be executed with the charge code SHA.
- If the Client fails to choose any of the above-listed codes, the charge code SHA shall apply. A payment to the account kept in ČSOB ČR can only be entered with the charge code SHA.
- For payments in RUB currency, the Client shall use exclusively the charge code OUR.
- j) the Maturity Date of the Payment Order (mandatory only for electronic payments),
- k) the purpose of the Payment or information for the Beneficiary (mandatory only in selected electronic banking channels; for payments in RUB, CNY).
- l) signature according to the Specimen Signature, or other verification key, if contractually agreed,

Optional details:

- m) option of selecting an urgent or express Payment Order,
- n) other instructions for the Payer's Bank,
- o) the place and date of issue of the Payment Order.

A Payment Order meeting the requirements pursuant to clause 9.27 of these Terms and Conditions which the Bank provides through selected electronic distribution channels is also considered to be a Foreign Payment Order.

9.29 Standing Foreign Payment Order shall contain the same mandatory details as a Foreign Payment Order, as well as the following:

- a) entry or change or cancellation of a Standing Foreign Payment Order,
- b) payment frequency (frequency of recurring payment),
- c) recurring payment date,
- d) first payment date (date when the first payment is made can be different than every subsequent recurring payment),
- e) effective date of the change.
- f) Standing Foreign Payment Order may be submitted to the Bank only in paper form.

9.30 Payment Transactions within ČSOB SR in foreign currency shall contain the following mandatory details:

- a) the Payer's Account number in IBAN format
- b) the Beneficiary's Account number in IBAN format
- c) the amount of the Payment Transaction (maximum eleven numerical characters including two decimal places),
- d) specification of currency,
- e) charge code SHA,
- f) Maturity Date (mandatory only in selected electronic channels),
- g) the Payer's signature according to the Specimen Signature, or other verification key, if contractually agreed.

Optional details:

- a) the address and name of the Payer's Account,
- b) the address and name of the Beneficiary's Account,
- c) BIC – the Beneficiary's Bank code,
- d) information for the Beneficiary,
- e) the place and date of issue of the Payment Order.

9.31 In the case of a conversion transaction, the Payment Order must specify the currency and the amount of the Payment Transaction. Conversion transactions from one currency to another currency are made by the Bank at the exchange rate specified in the exchange rate sheet effective on the date of the conversion transaction. If the equivalent value of the payment in EUR currency exceeds the limit set by the Bank, the Bank shall use the exchange rate set on the basis of the current exchange rate on the interbank foreign exchange market effective on the execution date of the Payment Transaction.

9.32 The Bank is entitled to determine the method of executing a cross-border payment and to use the correspondent banks of its own choice and at its own discretion.

9.33 The Bank is entitled not to execute a Payment Order if the country of the Beneficiary/Payer of the Payment, the country of the Beneficiary/Payer's Bank and its units, or the Beneficiary/Payer of the Payment are subject to restrictive measures in accordance with the applicable blacklist of entities subject to sanctions, or upon which an embargo has been declared, or if the execution of a Payment Order would be in conflict with the Embargo Rules, or if there is a suspicion that the Payment Order will be blocked by authorised entities abroad. The Bank is entitled not to execute a Payment Order to a country included in the lists of countries suspected of supporting terrorism or money laundering or, through a payment services provider and its units, also outside these countries if the country of registration of the parent payment services provider is a country included in the list of countries suspected of supporting terrorism or money laundering. If the amount of the Payment Transaction is withheld by a foreign bank which requires for further processing of the Payment Transaction the presentation of documents and additional information, the Bank is entitled to request such documents and information from the Client and the Client is obliged to present them.

9.34 The Bank is also entitled not to execute a Payment Order if the Bank reasonably suspects that the Client's actions are in contravention of laws of general application or are contrary to good morals.

C. Payments received

9.35 The Bank is entitled to receive funds in favour of an Account of its Client and shall credit them to the Client's Account within the time limit set by the Bank for the execution of Payment Transaction, and shall enable the Client to dispose of the credited amount of the Payment Transaction on the same Working Day as that when the amount of the Payment Transaction is credited to the Account or on the Working Day on which the Bank received information from the

correspondent bank as to the fact that the Payer's funds are available to the Bank. A Payment Transaction received after the time limit will be credited to the Client on the next Working Day.

- 9.36 If the Bank receives a Payment with incorrect, unclear, conflicting instructions, or if the data on the Payer and/or Beneficiary in the Payment Order are missing or are incomplete according to regulations on the prevention, detection and investigation of the money laundering and terrorist financing, the Bank shall refuse the Payment and return it to the Payer's Bank, or request the Payer's Bank for correct instructions.
- 9.37 The Bank has the right to examine whether the name of the Beneficiary of the Payment Transaction corresponds to the name of the Account Holder. The Bank is not obliged to credit a Payment to an Account that differs in its name or other details from the account data received via the Payment Order from the Payer of the amount, particularly for reasons of protection against money laundering and terrorist financing as set out by the Anti-Money Laundering Act. In the case of a discrepancy in the name of the Beneficiary, the Bank is entitled to credit the amount of the Payment Transaction to the account number indicated in the Payment Order or return the Payment back to the Payer's Bank. The Bank shall not be liable for any loss incurred thereby.
- 9.38 If the Bank receives a Payment in favour of a closed account of the Client, the Bank shall return such Payment to the Payer's Bank.
- 9.39 The provisions relating to Payment Transactions shall not apply to documentary Payments (letters of credit, guarantees), drafts, to which separate business conditions shall apply.

10. Liability of the Bank in connection with Payment Transactions

- 10.1 The Bank shall refund to the Payer the amount of the unauthorised Payment Transaction without undue delay, and in any event no later than by the end of the following Working Day after noting or being notified of the unauthorised Payment Transaction, and, where applicable, restore the Payment Account to the state in which it would have been had the unauthorised Payment Transaction not taken place. This shall be without prejudice to the right for correction pursuant to clause 13.2 of these Terms and Conditions. Where a Payment Order is submitted through a payment initiation service provider, the Bank shall refund to the Payer the amount of the unauthorised Payment Transaction under the conditions set forth in the first sentence of this clause. The Payer is entitled to compensation of additional proven damage to the extent in accordance with the law applicable to the contractual relationship between the Payer and the Bank.
- 10.2 If a Payment Order is submitted by the Payer directly to the Payer's Bank, the Payer's Bank shall be liable to the Payer for correct execution of the Payment Transaction. If the Payer's Bank proves to the Payer or the Beneficiary's Bank that the Beneficiary's Bank has received the amount of the Payment Transaction within the statutory time limit, the Beneficiary's Bank shall be liable to the Beneficiary for non-execution or defective execution of the Payment Transaction. If the Payer's Bank is liable for non-execution or defective execution of the Payment Transaction, it shall, without undue delay, refund to the Payer the amount of the non-executed Payment Transaction or defective Payment Transaction, and, where applicable, restore the Payment Account to the state in which it would have been had the defective Payment Transaction not taken place. If the Beneficiary's Bank is liable for non-execution or defective execution of the Payment Transaction, it shall immediately place the amount of the Payment Transaction at the Beneficiary's disposal and, if possible, credit the amount of the Payment Transaction to the Beneficiary's Payment Account. If the Beneficiary's Bank is liable for any late execution of the Payment Transaction, it shall ensure, at the request of the Payer's Bank acting on behalf of the Payer, that the date on which the amount is credited to the Beneficiary's Payment Account is no later than the date the amount would have been credited had the Payment Transaction been correctly executed without delay.

- 10.3 In the case of a non-executed or defectively executed Payment Transaction under the preceding sentence, the Payer's Bank shall, upon the Payer's request and regardless of liability, make immediate efforts to trace the non-executed or defectively executed Payment Transaction and notify the Payer of the outcome of tracing the non-executed or defectively executed Payment Transaction.
- 10.4 If a Payment Order is submitted by or through the Beneficiary, the Beneficiary's Bank shall be liable to the Beneficiary for correct transmission of the Payment Order to the Payer's Bank within the statutory time limit; the Beneficiary's Bank shall transmit the Payment Order to the Payer's Bank without undue delay. In the case of a late transmission of the Payment Order, the amount of the Payment Transaction shall be credited to the Beneficiary's Payment Account with a credit date being no later than the Working Day on which the Payment Transaction would have been credited to the Beneficiary's Payment Account had the Payment Order been submitted without delay. The Beneficiary's Bank shall be liable to the Beneficiary for the execution of the Payment Transaction under Section 19(1) and (2) of the Payment Services Act; the Beneficiary's Bank shall ensure that the amount of the Payment Transaction is available to the Beneficiary without undue delay after the amount is credited to the Beneficiary's Bank's Account. The date on which the amount of a Payment Transaction is credited to the Beneficiary's Payment Account shall be no later than the Working Day on which the amount of such Payment Transaction would have been credited to the Beneficiary's Payment Account had such Payment Transaction been correctly executed. In the case of a non-executed or defectively executed Payment Transaction for which the Beneficiary's Bank is not liable under this clause, the Payer's Bank shall be liable to the Payer; the Payer's Bank shall return to the Payer the amount of the non-executed or defectively executed Payment Transaction with the credit date being no later than the Working Day on which such amount was debited and shall restore the state of the Payment Account to the state in which it would have been had the defectively executed Payment Transaction not taken place. The liability of the Payer's Bank shall not apply if it proves that the amount of the Payment Transaction was credited to the Beneficiary's Bank Account with a delay due to a technical failure and the Beneficiary's Bank shall ensure that the amount of the Payment Transaction is credited to the Beneficiary's Payment Account with a credit date being no later than the Working Day on which such amount of the Payment Transaction would have been credited to the Beneficiary's Payment Account had the Payment Transaction been executed correctly.
- 10.5 In the case of a non-executed or defectively executed Payment Transaction under the preceding clause, the Beneficiary's Bank shall, upon the Beneficiary's request and regardless of liability, make immediate efforts to trace the non-executed or defectively executed Payment Transaction and notify the Beneficiary of the outcome of tracing the non-executed or defectively executed Payment Transaction.
- 10.6 The Bank shall bear all fees and any interest that are claimed against the payment service user as a result of the non-execution or defective execution of the Payment Transaction caused by the Bank. The Bank shall not charge the payment service user any fees or the performance of the obligation of tracing the non-executed or defectively executed Payment Transaction.
- 10.7 In the case of a payment under Section 18 of the Payment Services Act the defective execution of which was caused by the Bank, and where such payment has resulted in unjust enrichment of the Beneficiary, the Bank shall carry out corrective settlement. Corrective settlement means correction of a defectively executed payment, by corrective settlement to or from the Payment Account; liability of the Bank under Sections 21 – 24 of the Payment Services Act shall not be affected thereby.
- 10.8 In the case of a non-executed, defectively executed or late Payment Transaction on the basis of a Payment Order submitted by the Payer through a payment initiation service provider, the Bank that keeps the Payment Account shall refund to the Payer the amount of the non-executed,

defectively executed or late Payment Transaction and, if possible, shall restore the state of the Payment Account to the state in which it would have been had the defectively executed Payment Transaction not taken place.

11. The conditions for refund of an authorised Payment Transaction executed on the basis of a Payment Order submitted by or through the Beneficiary

- 11.1 The Payer shall be entitled to a refund from the Payer's Bank of an authorised Payment Transaction executed on the basis of a Payment Order submitted by or through the Beneficiary if the exact amount of the Payment Transaction is not specified at the time of authorisation and if the amount of the Payment Transaction exceeds the amount the Payer could reasonably have expected taking into account the Payer's usual previous spending pattern, the conditions set out in the Framework Agreement, and the relevant circumstances of the Payment Transaction. Upon the Payer's Bank's request, the Payer shall provide the information on the executed Payment Transaction within the statutory time limit; the refund shall relate to the full amount of the executed Payment Transaction, including the related fees. The date of crediting the refund to the Payer's Payment Account may not be later than the date on which the amount of funds was debited from the Payer's Payment Account.
- 11.2 In the case of a direct debit under special legislation (Art. 1(1) and Art. 3(2) and (3) of Regulation (EU) No 260/2012) the Payer is entitled to an unconditional refund from the Payer's Bank within the statutory time limit, even if the conditions under the preceding clause of these Terms and Conditions are not met.
- 11.3 The Payer shall not be entitled to a refund under clause 11.1 of the Terms and Conditions if the Payer has given the consent to the execution of the Payment Transaction directly to the Payer's Bank and information about the specific amount of the future Payment Transaction has been provided or made available to the Payer in an agreed form at least four weeks prior to the date on which the amount of the Payment Transaction is debited by the Beneficiary's Bank or the Beneficiary.
- 11.4 The time limit for a Payer to request a refund of an authorised Payment Transaction executed on the basis of a Payment Order submitted by or through the Beneficiary under this clause 11 of the Terms and Conditions is eight weeks from the date on which the funds were debited from the Account. Within ten Working Days of receipt of a request for a refund, the Payer's Bank shall refund the full amount of the Payment Transaction or provide justification for refusing the refund, indicating the authorities to which the Payer may refer the matter under the Payment Services Act, if the Payer does not accept the justification provided.

12. Information on Payment Transactions, fees, and interests

- 12.1 The Bank shall inform the Client once per month of the amounts debited in individual Payment Transactions and of the execution of each Payment Transaction, including the amounts of all charges for Payment Transactions and interest, free of charge and in the form of a Payment Account statement in the manner agreed in the Account Agreement. By doing so, the Bank complies with its duty under Section 715(4) of the Commercial Code. If the Client asks the Bank for more frequent or additional information on movements and balances on the Payment Account, or for information to be sent on individual Payment Transactions in a manner other than that agreed in the Account Agreement, the Bank is entitled to charge a fee for providing such information pursuant to the Bank's Price List applicable at the time when the information is provided.
- 12.2 The Bank shall provide the Consumer with whom it has concluded a Framework Agreement with a statement of fees for services related to the Payment Account with the content pursuant to the Payment Services Act (the "statement of fees"), free of charge, at a frequency of once a

year for the entire previous calendar year, preferably in electronic form. The Bank shall provide the statement of fees in paper form whenever a Consumer with whom it has concluded a Framework Agreement so requests. Upon termination of the Framework Agreement with the Consumer, the Bank shall provide the Consumer with the statement of fees for the entire last calendar year of the Framework Contract, exclusively in paper form, and only upon the Consumer's request containing the address for delivery of such statement.

- 12.3 Following delivery/receipt of a Payment Account statement, it is the Account Holder's duty to check the correspondence of items, the accuracy of the balance of funds on the Payment Account, and the accuracy of the executed transfers. If an Account Holder – Consumer finds discrepancies in clearing, or any failure to clear the effective Payment Orders, the Account Holder shall report the errors and request their correction in the manner referred to in the Complaints Procedure without delay, though no later than 13 months (6 months for Non-Consumers) from the date when the funds were debited from or credited to the Payment Account, unless separate business conditions of the Bank establish a different period. Following the expiry of the period for correction, pursuant to the Payment Services Act, the Bank shall carry out correction in accordance with other laws of general application.
- 12.4 If it is agreed that information on Payment Transactions pursuant to clause 12.1 of these Terms and Conditions is to be delivered "in writing by post" and the Account Holder fails to notify the Bank of a change of address to which the Payment Account statements are to be sent, the Bank, following the repeated return (2 consecutive months) of statements by postal service, shall be entitled to stop sending these statements in writing by post. In such case, the Bank shall be deemed to have made the statements available to the Account Holder in accordance with the relevant provisions of the Payment Services Act. The Account Holder shall also have the option to request the reprinting of the relevant statements for which the Bank shall charge a fee under the Bank's Price List.
- 12.5 Pursuant to the Payment Services Act, the provisions of Sections 10, 12, 13, 32(3), 33(2), (4), 38, 40, 41 and Section 43(1), (2), (5), (6), as well as Section 44(1) and (4) of the Payment Services Act shall not apply to Non-Consumers, unless agreed otherwise.

13. Complaints

- 13.1 Complaints shall be governed by the Complaints Procedure which forms a part of the Framework Agreement.
- 13.2 The Client is entitled to correction of an unauthorised or incorrectly executed Payment Transaction only if the Client notifies the Bank, without delay and not later than 13 months from the date on which the funds are debited from or credited to the Payment Account, of the unauthorised or incorrectly executed Payment Transaction on the Payment Account in the form of a complaint regarding the given Payment Transaction. The Bank shall decide on the justification of the complaint without undue delay and inform the Client of the result in writing without undue delay. After the expiry of the period for correction pursuant to the Payment Services Act, the Bank, in handling complaints, shall comply with laws of general application.
- 13.3 A Payer has the right to request the Bank to refund an authorised Payment Transaction executed on the basis of a Payment Order submitted by or through the Beneficiary. The period for submitting a request which meets the conditions of Section 13 of the Payment Services Act is 8 weeks from the date on which the funds were debited from the Payer's Account.
- 13.4 A Creditor has the right to request the Bank to return to the Payer a Payment received on the basis of a SEPA Direct Debit. The period for submitting a request is 4 Working Days from the date when the funds are credited to the Creditor's Account.
- 13.5 A Payer is entitled to request the Bank to refuse to execute a received Payment Order for a SEPA Direct Debit on the Payer's account. The period for submitting the request is one Working Day prior to the Maturity Date of the Payment Order for a SEPA Direct Debit.

- 13.6 For the purposes of handling complaints and other submissions, and for the purposes of resolving disputes relating to the provision of payment services, a payment service shall be considered to mean also the issuance and use of electronic money, a payment service provider shall be considered to mean also an issuer of electronic money, and a payment service user shall be considered to mean also a holder of electronic money.
- 13.7 In the case of resolving a complaint regarding a Payment Transaction made by the Client through a payment initiation services provider, the Client hereby grants consent to the Bank to disclose banking secrecy to the payment initiation services provider as necessary for resolving the complaint.

14. Final provisions

- 14.1 The correspondence address for sending notices to the Bank is: Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava. The correspondence address for sending notices to the Account Holder is the place of permanent residence /registered office/place of business of the Account Holder. The Account Holder shall notify the Bank of any change in the correspondence address, contact telephone number or e-mail address of the Account Holder.
- 14.2 The Bank shall have the right to unilaterally change these Terms and Conditions. The Bank shall inform the Client about any change in the Terms and Conditions on its Website, at the Bank's places of business, and by a special written notification in the Slovak language at least 2 months prior to the proposed effective date of the respective change, unless a special regulation provides otherwise or the Bank and the Client have agreed otherwise. The information included in the Account statement shall also be deemed to be a written notification to the Client. Unless the Client notifies the Bank in writing prior to the proposed effective date of the change that the Client does not accept the changes, the new version of the Terms and Conditions shall become binding upon the concluded contractual relationship on the effective date of the new version. If the Client does not accept the changes to the Terms and Conditions, the Client shall have the right to terminate the Agreement with immediate effect and free of charge. This right must be exercised before the proposed effective date of the changes. In the event of exercising the right to terminate the Agreement with immediate effect the claims of the Parties shall become immediately due and payable and shall be settled in accordance with the Agreement and applicable law. If the Client does not agree with the proposed changes to the contractual relationship but fails to terminate the contractual relationship prior to the proposed effective date of the changes, the Agreement shall be governed by the amended version of the Terms and Conditions.
- 14.3 Any relations between the Account Holder and the Bank not regulated by the Agreement and these Terms and Conditions for Keeping of Current Account shall be governed by the Terms and Conditions.
- 14.4 These Terms and Conditions replace the Terms and Conditions for Keeping of Current Account dated 1 October 2023 and enter into force upon their publication – on 31 October 2023 and take effect on 1 January 2024, unless otherwise specified in the relevant clauses of these Terms and Conditions.

Overview of Non-Cash Payment Transactions

Service/Type of payment transaction		ČSOB Business Banking Lite	ČSOB MultiCash 24	ČSOB Smart Banking	Moja ČSOB	ČSOB API
SEPA Payment Transactions	SEPA Payment	yes	yes	yes	yes	yes
	SEPA Standing Order	yes	no	yes	yes	yes
	Payment Order for SEPA Direct Debit	no	yes	no	no	no
	SEPA Direct Debit Authorisation	yes	no	yes	yes	no
	Express payment in EUR within SEPA countries	yes	yes**	no	yes	yes
Cross-border transactions	Urgent real-time payment in EUR	yes****	yes*	no	yes****	yes*
	Cross-border payment	yes	yes	no	yes	yes
	Express cross-border payment	yes	yes***	no	yes	yes
* "TGT" is to be entered in the field <i>Note for the bank</i>						
** "URGP" is to be entered in the field <i>Purpose of payment</i>						
*** "URGP" is to be entered in the field <i>Note for the bank</i>						
**** "TGT" is to be entered in the field <i>Other instructions for bank</i> in a cross-border payment form						

* "TGT" is to be entered in the field *Note for the bank*

** "URGP" is to be entered in the field *Purpose of payment*

*** "URGP" is to be entered in the field *Note for the bank*

**** "TGT" is to be entered in the field *Other instructions for bank* in a cross-border payment form