

# GENERAL BUSINESS CONDITIONS

## DISCLAIMER:

Please note that this translation of General Business Condition from Slovak to English language is for information purposes only and does not represent a binding version.

## I. General part

### 1.1. Introductory provisions

1.1.1 Československá obchodná banka, a.s. (hereinafter simply the “Bank”) issues these General Business Conditions (hereinafter simply the “GBC”) as a part of the Framework Agreement in accordance with § 31 of Act No. 492/2009 Coll. on Payment Services and on the amendment of certain acts (hereinafter simply the “Payment Services Act”) in conjunction with § 273 of Act No. 513/1991 Coll. the Commercial Code, as amended (hereinafter simply the “Commercial Code”).

1.1.2 The GBC also apply to all contractual relations between the Bank and the Client with whom the Bank conducts a Banking Transaction, and to all actions leading towards the conclusion of a Banking Transaction, regardless of whether the respective Banking Transaction is governed by these GBC. The GBC shall form a part of each agreement on a relevant Banking Transaction concluded between the Bank and Client, and shall determine a part of its content, unless the agreement on the respective Banking Transaction provides otherwise. The GBC are binding also for persons acting on behalf of the Client or on the Client’s account, if they use the Bank’s services.

1.1.3 Unless the Bank and Client agree otherwise, relations between them shall be governed by the laws of the Slovak Republic.

1.1.4 Certain Banking Transactions may be governed by specific business conditions of the Bank, which shall prevail where such conditions differ from these GBC. The provisions of an agreement on the respective Banking Transaction shall prevail over the provisions of Bank’s specific business conditions and over these GBC.

### 1.2. Terms and definitions

#### Bank

Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava, business registration no: 36 854 140, entered in the Companies’ Register of Bratislava I District Court, Section: Sa, entry no: 4314/B, pursuing banking activities pursuant to NBS banking permit no. OPK-2298/2007-PLP dated 19.11.2007, and other relevant permits issued by the National Bank of Slovakia.

#### Banking Information

Information concerning a Bank Client, maintained by the Bank and which the Bank has acquired in or in relation to the performance of Banking Activities and which is provided on the basis of the Client’s consent. Pursuant to § 91 of Act no. 483/2001 Coll. on banks and on the amendment of certain acts (hereinafter simply the “Banking Act”) the Bank, in selected cases, provides Banking Information also without the Client’s consent.

#### Non-Resident

A legal entity or natural person that is not a Resident; a Non-Resident may also be an organizational unit having a registered office in the Slovak Republic, with the exception of a branch of a foreign bank, a branch of a foreign stockbrokers, a branch of a foreign asset management company, a branch of a foreign insurance company, a branch of a foreign reinsurance company and a branch of a foreign

electronic money institution in the Slovak Republic, in the performance of activities arising under a banking licence, when it has the status of a Resident.

### **Authorised Person**

A person authorised to dispose of funds on an Account Holder's Account and to dispose of the Account Holder's Account in the scope laid down by these GBC and the applicable specific Business Conditions for the respective Banking Transaction, as referred to in the Disposal Authorisation document for the Account. The Disposal of Funds on an Account and the Disposal of an Account is possible only after the Authorised Person has given Signature Specimens on a personal data form.

### **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, or an agreement to terminate a contractual relationship created on the basis of an Account Agreement. Disposal of an Account is defined in the specific business conditions for the respective Banking Transaction.

### **Disposal Authorizations**

Rights granted by an Account Holder to an Authorized Person in the scope of the form "Power of Attorney for an Account/Investment Account".

### **Identity Document and other document**

A document accepted by the Bank pursuant to these GBC, or requested by the Bank, by means of which the Bank identifies and verifies the Client's identification.

### **Another Bank/Other Bank**

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

### **Beneficial Owner**

(1) A beneficial owner is any natural person who actually controls a legal entity, sole proprietorship or asset pool, and any natural person in whose benefit these entities carry on their activity or business; beneficial owners include, in particular,

a) where this concerns a legal person that is not an asset pool or an issue of shares admitted for trading on a regulated market subject to disclosure requirements under a specific regulation, equivalent

legal regulation of a member state or equivalent legal standard, a natural person who

1. has a direct or indirect share or sum of shares totalling 25% or more of the voting rights in the legal entity, or in its share capital, including bearer shares,
2. has the right to nominate, otherwise appoint or recall the statutory body, the managing body, supervisory body or control body at the legal entity, or likewise any member of those bodies,
3. controls the legal entity in a way other than referred to in the first and second point,
4. has the right to economic benefit of at least 25% of the legal entity's business or from its other activity,
  - b) where this concerns a sole proprietorship, a natural person who has a right to economic benefit of at least 25% of the sole proprietorship's business or from its other activity,
  - c) where this concerns an asset pool, a natural person who
    1. is a founder of the asset pool; where the founder is a legal entity, a natural person under subpoint a,
    2. has the right to nominate, otherwise appoint or recall the statutory body, managing body, supervisory body or control body of the asset pool, or a member of a body that has the right to nominate, otherwise appoint or recall these bodies or members of them,
    3. is the statutory body, managing body, supervisory body, control body or member of these bodies,
    4. is the beneficiary of at least 25% of the funds provided by the asset pool, if the future beneficiaries of these funds have been determined; if the future beneficiaries of funds from the asset pool have not been determined, the beneficial owner shall be the sphere of persons having significant benefit from the founding or operation of the asset pool.

(2) If no natural person fulfils the criteria set out in paragraph 1(a), the members of its top management shall be considered its beneficial owners in the case of that entity; a member of its top management shall mean the statutory body, member of the statutory body, company secretary and managerial employee directly subordinate to the statutory body.

(3) A beneficial owner may also be a natural person who themselves does not fulfil the criteria set out in paragraph 1(a), (b) or (c) of the second and fourth points, though who, acting jointly with another person in concert or by joint procedure fulfils at least one of these criteria.

## Client

A natural person, sole proprietorship or legal entity:

1. with which the Bank has concluded a Banking Transaction, or
2. whose action is directed toward concluding a Banking Transaction, or
3. a third party acting, on the basis of a power of attorney or Disposal Authorizations pursuant to these GBC, on behalf of a person referred to in points 1 or 2 of this definition.

## Exchange rate sheet

A summary of the exchange rate of one currency for another currency compiled by the Bank, in which the Bank provides information on the relative value of a foreign currency to the euro in banking transactions. The Bank is entitled to determine the foreign currency with which it carries out currency conversion.

Unless agreed otherwise, the Client and the Bank shall be bound by the Exchange rate sheet displayed in the Bank's places of business open to the public and on the Bank's official website, [www.csob.sk](http://www.csob.sk). If the Exchange rate sheet displayed in the Bank's places of business open to the public and the Exchange rate sheet shown on the Bank's official website, [www.csob.sk](http://www.csob.sk) are at variance, the Exchange rate sheet shown on the Bank's official website, [www.csob.sk](http://www.csob.sk) shall have precedence.

The Exchange rate sheet is usually compiled and updated according to the current prices on the interbank market for each Working day. The Bank reserves the right to change the exchange rate shown in the Exchange rate sheet in the course of the Working day without notifying the Client in advance.

Unless agreed otherwise, the amount of a Payment Transaction shall be converted at the exchange rate shown in the Exchange rate sheet in force at the time of processing of the payment transaction and if the equivalent value in the currency EUR exceeds the limit set by the Bank, the Bank shall use an exchange rate set based on the current exchange rate on the interbank foreign exchange market valid on the execution date of the Payment Transaction.

## Account Holder

a person (natural person, sole proprietorship, or legal entity) that has concluded an Account Agreement or Securities Holder Account Agreement with the Bank.

## Non-Consumer

a business pursuant to the Commercial Code and other laws of general application applicable in the Slovak Republic that define the term "business", in

particular a sole proprietorship, who in closing and performing a Business Transaction acts within the lines of specified commercial or other business activity, and legal entity.

## Banking Transaction

the creation, modification or termination of contractual relations between the Bank and Client on a contractual basis and any operations relating to Banking Activities, including the handling of deposits.

## Payment Account

a Payment Account or other Account pursuant to the Payment Services Act.

## Signature sample

the handwritten signature or signatures of the Client on the Bank's form in the form of title, name and surname; or name and surname; or surname only; and this in the order as set by the Client. The Signature Specimen may, at the Account Holder's request, also include other methods of security, e.g. password (a combination of alphanumeric characters). The Signature Specimen or signatures are unique signatures 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 an Account and whose use the Bank has the right to require. The Client may specify at maximum 2 Signature Specimens for use at the Bank, and this at the time of providing identification data, modifying that data or at the time of a change to the Signature Specimens at the Client's request. The Signature Specimens enter into effect no later than on the next Working Day following their delivery to the Bank. The Client may not request a later effective date.

## Politically Exposed Person

(1) A person defined in § 6 of Act No. 297/2008 Coll. On the prevention of legalisation of proceeds of criminal activity and terrorist financing (hereinafter referred to as the "Anti-Money Laundering Act" as a natural person who holds or has been entrusted with a prominent public office.

(2) A prominent public office is

- a. a head of state, Prime Minister, Deputy Prime Minister, Minister, head of central government administration, secretary of state or similar representative of a minister,
- b. a member of a legislative assembly,
- c. a supreme court judge, constitutional court judge or judge of other higher-level judicial bodies

issuing final rulings not subject to appeal other than in special cases,

- d. a member of a court of auditors or central bank board,
- e. an ambassador, chargé d'affaires,
- f. a senior officer of the armed forces, armed corps or armed security corps,
- g. a member of the management body, supervisory body or audit body of a state enterprise a commercial company in the state ownership, or
- h. a person in another analogous function performed in the European Union institutions or in international organisations,
- i. a member of a statutory body of a political party or political movement.

(3) A Politically Exposed Person also means a natural person who is

- a. a spouse or a person of status similar to that of a spouse of a person referred to in paragraph 1,
- b. a child, son-in-law, daughter-in-law of a person referred to in paragraph 1 or a person of status similar to that of a son-in-law or daughter-in-law of a person referred to in paragraph 1, or
- c. a parent of a person referred to in paragraph 1.

(4) A Politically Exposed Person also means a natural person who is known to be the beneficial owner of

- a. the same Client or who otherwise controls the same Client is a person referred to in paragraph 1 or who conduct business together with the person referred to in paragraph 1, or
- b. a Client that was established to the benefit of a person referred to in paragraph 1.

### **Legal Act**

A legal act is any act of the Client or the Bank that fulfils the conditions set by law in Act no. 40/1964 Coll. the Civil Code, as amended, and this either in spoken, written form and paper or electronic version. For the avoidance of doubt, the definition of a spoken act in electronic form includes also an expression of will by telephone in a telephone conversation between an authorised Bank employee and the Client under the conditions specifically agreed between the Client and the Bank in accordance with applicable legislation.

### **Framework Agreement**

an agreement on the basis of which the Bank provides Payment Services to the Client. The term of the Framework Agreement is agreed in the agreement on the respective Banking Transaction.

The Framework Agreement, depending on the services provided, consists of the following contract documents: Agreement on the respective Banking Transaction, business conditions applicable for the respective Banking Transaction, the GBC, the Price list and other documents whose content relates to the respective Banking Transactions and which are displayed in the Bank's places of business open to the public, and on the Bank's official website, www.csob.sk. The Client has the right to obtain information forming a part of the content of the Framework Agreement in accordance with the respective provisions of the Payment Services Act.

### **Cash recycling ATM**

A self-service device for the deposit and withdrawal of cash performed by the Client by means of a Payment Card. A deposit can be made in banknotes and coins. A withdrawal can be made only in banknotes. The device accepts and issues only the currency EUR. Cash deposits can be made only by means of a payment card issued by the Bank to a Bank Client's account held in EUR, or to another account at the Bank, held in EUR, with the option of assigning a 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, and which is based on a publicly available source.

### **Reference Interest Rate**

The interest rate used as the basis for calculating interest, and which is based on a publicly available source.

### **Price list**

Each document containing information on the types and amounts of Bank charges relating to the respective Banking Transactions and, which contains in its title the term "Schedule of Charges" or "Price list"; the Price list forms an integral part of the GBC.

### **Consumer**

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

### **Resident**

A legal entity having its registered office in the Slovak Republic or a natural person with permanent residence

in the Slovak Republic; a Resident may also be a Resident's organizational unit abroad.

### Account

An Account opened and kept in accordance with laws of general application on the basis of an agreement on the respective Banking Transaction.

### Serious Objective Reason

A reason for a change to contractual conditions necessitated by (i) regulatory requirements, (ii) changes in legislation, (iii) changes to the Bank's information systems and other technical reasons, (iv) macroeconomic changes in the market, or a change in market conditions, or (v) another reason independent of the Bank's will.

### Website

The Bank's official website in the form [www.csob.sk](http://www.csob.sk)

### Contract

A contract on the basis of which the Bank provides the Client banking services, including payment services, provided on the basis of a Framework Agreement determined by the Payment Services Act.

## 1.3. Identification and action of the Client

1.3.1 In any Banking Transactions the Bank is required to identify and verify the identity of the Client or person acting on his behalf or on his Account, in accordance with laws of general application, in the extent determined thereby and at the Bank's discretion. If the Client or a person acting on his behalf or on his Account refuses to comply with the requested scope of identification and verification of their identification (exercise of due diligence in relation to the Client), as required by laws of general application, the Bank is obliged to refuse to carry out the Banking Transaction.

1.3.2 The Bank is entitled under laws of general application to require the Client to present identification in written form and to declare the persons that control the Client, or the Client's founder (trustee) and its Beneficial Owner, and also to require the presentation of identity documents of the Beneficial Owner. The Bank is also entitled to require the Client to provide information on the purpose and the planned character of Transactions and the Client is obliged to provide the Bank with information and

documents required in accordance with the Anti-Money Laundering Act.

1.3.3 In performing a Banking Transaction, the Bank shall require from the Client, for the purpose of identification and verification of identification, in particular the following Identity Documents and other documents:

a) natural person - a citizen of the Slovak Republic (non-entrepreneur):

I. adult: a valid identity card. The Bank may, for the purpose of identification and verification of the identification of a Client, also accept a travel document. A person aged 16-18 years, who has become adult through marriage is required to produce also a marriage certificate,

II. a minor aged 15 - 18 years: a valid minor's Identity Document and an Identity Document for the minor's legal representative; where the legal representative is appointed by court order, a written statement of the scope in which the representative is entitled to act on behalf of the minor (court order) is required,

III. a minor under 15 years of age: a birth certificate (document corresponding to a birth certificate if the child was born outside the Slovak Republic), or an excerpt from the register of births, a valid Identity Document of the statutory representative; where the minor's representative is appointed by court order, a written statement of the scope in which the representative is entitled to act on behalf of the minor (court order) is required,

Pursuant to Act no. 36/2005 Coll. on the family and on the amendment of certain acts, as amended, the following persons may act on behalf of and for the account of a minor:

- the minor's parents, or
- a property trustee - this may be a natural person appointed by a court to administer the minor's property. The court, in its decision, shall determine the scope of the property in which the representative is to administer and dispose of the minor's property. A court may make the validity of a legal act of the property trustee conditional upon its consent. A trustee may be a municipality or other legal entity. Parental

rights are not necessarily affected thereby, or

- a court-appointed guardian ad litem. In its decision the court determines the action or legal act for which the guardian ad litem is appointed, or a court appointed guardian, where necessary in the interests of a minor. The court, in its decision, defines the scope of the rights and duties of the guardian in relation to the child, or a person to whom a minor has been entrusted into substitute personal care. The court, in its decision, defines the extent of rights and duties of such person in relation to the minor, or
- a foster parent into whose foster care a minor has been entrusted by court order. The foster parent has the right to represent the minor and administer their assets only in everyday matters. The court, in its decision, defines the extent of the foster parent's rights and duties in relation to the minor, or
- a court-appointed trustee. The court, in its decision appointing the trustee, shall state the specific scope of assets that the trustee is to administer and the manner of administration of the minor's property, or an adoptive parent, into whose care a minor has been entrusted by court order. An adoptive parent has the same rights and duties as a parent, or
- a future adoptive parent, into whose care a minor has been entrusted by court order. The court, in its decision entrusting a minor into the care of future adoptive parents, shall define the scope of their rights and duties in relation to the minor.

The Bank shall assess action on behalf of and for the account of a minor (everyday matters) on a case by case basis taking into account the circumstances of the case.

- b) sole proprietorship: A valid identity card or permanent residence permit, together with a valid travel document, trade license or license deed not older than 3 months, or a certificate issued by the competent authority, or other document proving authorization to pursue business, document on the business registration number allocated, if allocated, or current excerpt from the respective register not older than 3 months, if the sole proprietorship is entered in that register.
- c) legal entity - business: a current excerpt from the Companies' Register not older than 3 months or other document certifying the incorporation of the legal entity and its line of

business, with a document proving authorization to pursue business and a document on the business registration number allocated, if allocated.

- d) legal entity - non-business: document on legal personality of the legal entity, articles of association with a confirmation of registration in the respective official register, deed of incorporation or memorandum or association, or statute or minutes from the constituent meeting, document on allocation of the business registration number, if allocated.
  - e) Non-Resident:
    - I. natural person - citizen of a state other than the Slovak Republic (non-business):
      - a) citizen of a Member State of the European Union, Switzerland and Liechtenstein, other than the Slovak Republic: identification card (hereinafter simply "Identity Document") or valid travel document;
      - b) citizen of a state that is not a member of the European Union: valid travel document.
    - II. natural and legal person (enterprise or organisational unit of a Non-Resident enterprise), which pursues business in the territory of the Slovak Republic: current excerpt from the Companies' Register of the Slovak Republic, not older than 3 months.
    - III. a legal entity which does not pursue business in the territory of the Slovak Republic: current excerpt from the respective register in the country of origin of the legal entity, not older than 3 months, or a document on the existence of the legal entity established under a law other than Slovak law, not older than 3 months, and the articles of association or other documents of a similar nature, naming the statutory body or representative authorised to act on behalf of the legal entity, as well as the manner of such action.
- 1.3.4 The Bank may, before opening an Account, also require other documents for verifying facts stated in the submitted Identity Documents (e.g. birth certificate, passport, driver's licence, health insurance card).
- 1.3.5 If a Banking Transaction is performed by means of electronic or other technical equipment, the Client identifies himself and verifies this identification by means of specific identification codes (combination of numbers), which the Bank assigns to the Client.

- 1.3.6 A natural person is authorised to act toward the Bank in the scope of legal capacity pursuant to laws of general application. For individuals who have been deprived of legal capacity or whose legal capacity has been restricted, their court-appointed guardian shall act toward the Bank in accordance with laws of general application. If, during the course of a contractual relationship with the Bank, a Client loses the capacity to dispose of an Account or their capacity to dispose of an Account, or funds on the Account, is restricted, but they are not or will not be deprived of legal capacity, or their legal capacity for legal acts will not be restricted by court order, (paralysis, blindness, deafness, inability to read or write), the Account or funds on the Account shall be disposed of with a person who presents a power of attorney drawn up for this purpose in the form of a notarial deed. If, during the course of a contractual relationship with the Bank, the Client is deprived of legal capacity by a court, or their legal capacity is restricted by a court, only the court-appointed guardian may dispose of the Account in the scope provided by the final court decision.
- 1.3.7 The statutory body of a legal entity shall act for that legal entity, in the manner specified in the excerpt from the Companies' Register or other respective register usable for legal acts, or in the instrument of incorporation of the legal entity or other corresponding documents (if the legal entity is not entered in a Companies' Register). In the event that there is a change in the composition of the legal entity's statutory body, this change shall be effective toward the Bank as of the moment of the presentation/delivery to the Bank of the original, or certified copy of the final decision of the legal entity's body authorised to make such change. In the case of doubt as to the authenticity or validity of such a decision, the Bank, for reason of observing the duty to prudent conduct and general preventive duty under Act no. 40/1964 Coll. the Civil Code, is entitled to prevent the Client from handling the Account or funds on it.
- 1.3.8 The Client is entitled to be represented in a legal act by a representative on the basis of a power of attorney. The power of attorney must be done in writing and the scope of the power of attorney granted must be sufficiently certain. The certainty of the scope shall be assessed by the Bank. The Client's signature on the power of attorney must be officially certified, unless the power of attorney is signed in front of an employee of the Bank. The validity of a power of attorney presented to the Bank ends through the expiry of the period for which it was granted, through its revocation or through the execution of the legal act for which it was granted, unless specified otherwise in the power of attorney. The power of attorney expires also through the death or dissolution of the Client.
- 1.3.9 If the Client does not sign specific powers of attorney in front of authorised employees of the Bank, the Client's signature must be officially certified. A signature must also be officially certified in the case that the Client does not sign an agreement on the respective Banking Transaction, or the Statements or forms required by the Bank, in front of an employee of the Bank.
- 1.3.10 All documents requested by the Bank that are necessary for executing a Banking Transaction must be submitted as originals or as officially certified copies.
- 1.3.11 In the case that documents are issued, or the authenticity of signatures on them is officially certified outside the territory of the Slovak Republic, the Bank is entitled to request greater verification of these documents or of the certification of the authenticity of the signatures on them (superlegalisation), or a certificate (apostille), and also an official translation of such documents into Slovak (other than documents in Czech).
- 1.3.12 If the Client is an Obligated Entity pursuant to Act No. 211/2000 Coll. on freedom of access to information, as amended (hereinafter simply the "Freedom of Access to Information Act"), the Bank is entitled to require, before a Framework or other agreement on the respective Banking Transaction enters into effect, that the Client submit a document confirming publication of the Framework or other agreement on the respective Banking Transaction in the manner required by laws of general application.

## **II. Specific part**

### **2.1 Accounts**

#### **A. General provisions**

- 2.1.1 The Bank shall open and keep Current and Deposit Accounts (hereinafter simply "Account") in the currency EUR, and in

selected foreign currencies on the basis of a written Framework Agreement concluded between the Bank and Client as an Account Holder. There is no legal claim to conclude a Framework Agreement.

2.1.2 Only the Account Holder or an Authorised Person according to the respective provisions of these GBC 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 point 1.3.9. of these 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, or to otherwise dispose of it. The Account Holder is not entitled to establish, without the Bank's written consent, a lien on the Account Holder's claim to the withdrawal of funds held on the Account Holder's Account.

2.1.3 The Account Holder may make amendments and addenda to the Framework Agreement at any of the Bank's workplaces. The Bank shall accept only a written request submitted on the Bank's printed form or on a printed form that meets all formal and content requirements of a bank form, made out and signed by the Account Holder according to the valid Signature Specimen, or by a person authorised according to a power of attorney. A written request accepted by the Bank or a concluded written addendum to a Framework Agreement become a part of the Framework Agreement.

2.1.4 The Bank opens Accounts for:

- a) natural persons - Accounts for personal/non-business purposes,
- b) sole proprietorships - Accounts for business purposes,
- c) legal entities - Accounts for business purposes (for commercial companies and cooperatives) or for purposes other than business (e.g. for municipalities, government organisations, non-profit organisations, associations, foundations).

2.1.5 Unless agreed otherwise in the Account Agreement, the Account Name is formed:

- in the case of sole proprietorships by their first name and last name, and title, if applicable;
- in the case of a sole proprietorship, the trade name according to the excerpt from the trade licence register, or according to the trade licence, or according to an excerpt from

another register in which the sole proprietorship is registered, or according to a different document certifying the authorisation to pursue business;

- in the case of a legal entity - the trade name, or name according to an excerpt from the Companies' Register or other document prescribed by law, certifying the incorporation or existence of the legal entity.

2.1.6 Funds deposited on an Account for personal/non-business purposes may not be used for business activity. Funds deposited on an Account for business activity may be used only for business purposes.

## **B. Opening, maintenance and closing of Accounts**

2.1.7 The Bank opens and maintains:

I. Current Accounts for non-specific-purpose funds.

II. Current Accounts for specific-purpose funds:

- a) Account for the Deposit of Monetary Contributions for Payment of Registered Capital: the Bank opens such Account on the basis of a deed of partnership or deed of incorporation, or company articles of association; these documents must be notarised. The amount of an individual deposit and its name must be stated in the submitted documents (deed of partnership, deed of incorporation or articles of association). The Bank concludes the Account Agreement with the person authorised in the deed of partnership to administer deposits into the share capital of the commercial company (hereinafter the "Deposit Administrator"). Upon concluding the Account Agreement, the Bank issues the Deposit Administrator a confirmation of the depositing of the monetary deposit for payment of the registered capital. The Account Agreement for the Deposit of Monetary Contributions for Payment of Registered Capital is concluded for a fixed period, until the company's incorporation. Disposal of funds on the Account up until the company's incorporation is governed by the provisions of the Commercial Code. Following the incorporation of the commercial company the Deposit



Administrator is required to promptly transfer to the commercial company the paid monetary deposit in the registered capital. If the company incorporation does not happen, the Bank shall return the funds to the Deposit Administrator at his written request and shall close the Account.

- b) Reserve Fund Account: opened and maintained by the Bank in the currency EUR. This Account can receive funds only for the purpose of creating a reserve fund pursuant to § 67 of the Commercial Code. Following payment of the fee, the Bank shall issue to the Account Holder a confirmation on the deposit of funds on the Reserve Fund Account. The Bank does not issue payment cards in respect of the Account.
- c) Social Fund Account: opened and maintained by the Bank in the currency EUR. The Account can receive funds only for the purpose of creating a social fund pursuant to Act no. 152/1994 Coll. on the social fund, as amended. Following payment of the fee, the Bank shall issue the Account Holder a confirmation on the deposit of funds on the Social Fund Account. The Bank does not issue payment cards in respect of the Account.
- d) Account for funds provided from the state budget or the budget of the European Union: opened and maintained by the Bank in the currency EUR. On the Account the Bank receives, according to Act No. 523/2004 Coll. on budgetary rules for general government and on the amendment of certain acts, as amended, only funds provided from the state budget or budget of the European Union. The Bank does not issue payment cards in respect of the Account.
- e) Operation, Maintenance & Repairs Fund Account: opened and maintained by the Bank in the currency EUR. The Account may 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 (hereinafter

simply the "Apartment and Non-Residential Premises Act"). The Bank does not issue payment cards in respect of the Account. The Bank concludes an agreement on an Operation, Maintenance & Repairs Fund Account with an association of apartment owners or owners of apartments and Non-Residential premises of a particular apartment building according to the respective deed of title, and represented by the administrator or attorney. Disposal of funds on an Operation, Maintenance & Repairs Fund Account is governed by the provisions of the Apartment and Non-Residential Premises Act.

- f) Account for the Custody of Third-Party Funds - notarial custody. The Bank opens this in the currency EUR and in selected foreign currencies, and it is intended for the depositing of third-party funds entrusted to a notary for custody.

2.1.8 The currencies in which the Bank opens and maintains Accounts, the applicable interest rates, the interest calculation rules, the amount of the minimum deposit and the minimum balance are set by the Bank and communicated to clients by publication in the Bank's places of business open to the public, and on the Bank's official website, [www.csob.sk](http://www.csob.sk). When opening an Account, as a rule, the Bank sets a minimum deposit that the Account Holder is required to deposit on the Account and a minimum balance that the Account Holder is required to keep on the Account throughout the duration of the Account Agreement, in the amount specified in the information on interest rates.

2.1.9 The Bank and the Client have agreed that where a change in an interest rate or exchange rate used in individual Banking Transactions is based on a Reference Interest Rate and/or Reference Exchange Rate, the change will be applied immediately without prior notification to the Client, unless agreed otherwise. The Bank and the Client have also agreed that information on interest rate changes will be made available to the Client on notice boards located at the Bank's places of business open to the public and on the Bank's official website [www.csob.sk](http://www.csob.sk).

2.1.10 When opening an Account the Account Holder shall specify in the Disposal

Authorisations document the Authorised Persons for the given Account. The Account Holder and Authorised Persons are required to give Signature Specimens on a bank form in front of an employee of the Bank, otherwise their signatures must be officially certified. If, at the time of specifying or changing Disposal Authorisations, an Authorised Person has not given/made his Signature Specimens at the Bank, he shall not be entitled to dispose of funds on the Account, with securities on the Account Holder's Investment Account, or dispose of the Account, even despite the fact that he is stated on the given Disposal Authorisations as an Authorised Person. Disposal Authorisations may, at the Account Holder's request, also include other security methods, e.g. setting a maximum limit on a single Payment Transaction, combination of signatures of Authorised Persons, stamp. The Account Holder is required to maintain confidentiality regarding the Signature Specimens, Disposal Authorisations and other security methods. An Account Agreement shall include, besides Disposal Authorisations, also a list of persons authorised by power of attorney to submit Payment Orders and to set up SEPA Direct Debits and to set up a SEPA Direct Debit Payment Service at the Bank.

2.1.11 A minor for whom the Bank opened an Account at the request of a person authorised to act for the minor following the submission of documents referred to in the respective provisions of these GBC, may from 15 years of age until reaching the age of majority dispose of the Account in the scope of authorisation specified by his/her legal representative in the Disposal Authorisations. On reaching 18 years of age, or if a minor (aged 16 years or above) becomes an adult through marriage, he/she becomes entitled, after proving his/her marital status, to dispose of the Account as the Account Holder without restriction, and is required to promptly give at the Bank his/her Signature Specimens and to change the Disposal Authorisations to the given Account.

2.1.12 The Account Holder may change the Disposal Authorisations for an Account; whereupon these changed Disposal Authorisations come into effect no later than on the next Working Day following the day of delivery to the Bank, unless the Account Holder requests a later effective date.

Changes to Disposal Authorisations do not apply to instructions received prior to their effective date. The Account Holder may cancel Disposal Authorisations, with immediate effect only.

2.1.13 The Account Holder is obliged to promptly notify and deliver to the Bank documents proving all changes in data and documents required upon concluding the contractual relationship with the Bank and, at the Bank's request, to submit documents that the Bank requires for verifying facts stated by the Account Holder, including documents proving any change in their state of tax residence (documentation of residence for tax purposes issued by a competent foreign tax authority). Any failure to give notice of these changes or to submit to the Bank the required and/or agreed documents shall be deemed a breach of contract, and the Account Holder shall be liable for any damage incurred in consequence thereof.

2.1.14 The Account Holder is responsible for the timeliness, accuracy and completeness of information submitted to the Bank in accordance with laws of general application, as well as for fulfilling obligations arising to the Account Holder in connection with legal and contractual relations with the Bank, in particular from laws of general application. The Account Holder shall confirm such facts by signing a personal data form in front of an employee of the Bank, or other papers and documents certifying the facts stated by the Account Holder.

2.1.15 An Authorised Person is entitled to dispose of funds on the Account, to check the current available balance on the Account, to deliver written instructions to the Bank, to receive correspondence for the Account Holder, unless such correspondence is specifically for personal receipt by the Account Holder. All other rights relating to Account management and arising from the Account Agreement belong to the Account Holder only. An Authorised Person is entitled to authorise a third party in the framework of their Authorisations only with the Account Holder's prior written consent.

2.1.16 The Bank is entitled, without the Account Holder's instruction, to debit funds from the Account Holder's Account and to thereby offset the Account Holder's receivable for pay out funds on the Account against its own

receivable or against a receivable of a third party designated below:

- a) if a settlement of fees is made according to the Bank's Price list, or settlement of other receivables the Bank has toward the Account Holder, or
- b) if a settlement of additional fees 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 a received SEPA direct debit to the Account of the Creditor without a control check of 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 on the Account, or
- f) if a tax deduction is made according to laws of general application, or
- g) in cases laid down by laws of general application, a decision of the competent authorities or courts, these GBC, or a specific agreement concluded with the Account Holder, or
- h) in the case of a mutual settlement of claims and liabilities prior to the closure of 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 the transfer to the Account held at the respective other correspondent bank, or
- j) in the case of funds wrongly paid to the Account Holder's account for a period in 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 the 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 return of the wrongly paid security benefits if the Bank has concluded a contract with the payer of the social security benefits 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 returned and the benefit paid shall be borne by the Account Holder.

For the purpose of making the Payments referred to in (a) to (j) of this point, the Bank is entitled to transfer the debited funds from the Account Holder's Account to an internal account of the Bank, which is an auxiliary account for the temporary placement of the designated funds from the Account Holder's Account. Statements from the aforementioned internal account have the nature of ordinary Payment Account statements, including the fees to which they are subject and the manner and frequency in which they are sent.

- 2.1.17 The Bank is entitled to withdraw from a Framework Agreement and to close an Account if at least the basic minimum deposit in accordance with point 2.1.8. of these GBC 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 Obligated Entity pursuant to Freedom of Access to Information Act, if such an 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.

The Bank is also entitled to withdraw from the Framework Agreement with immediate effect and to close the Account in the following cases:

- a) the Bank reasonably suspects that the Client's action is in contravention of laws of general application or ethics,
- b) the Client has acted in contravention of these GBC or in contravention of the business conditions of the given product,
- c) bankruptcy has been declared on the Client's property or restructuring proceedings have begun and the balance of funds on the Client's account is lower than the minimum balance,
- d) the Client stated incorrect, incomplete or misleading data in concluding the contractual relationship, or during the life of such contractual relationship, with the Bank and such data are of significant importance for the further duration of the Framework Agreement, or the Bank cannot on the basis of such data perform

basic due diligence pursuant to the Anti-Money Laundering Act,

e) there has been an unauthorised overdraft on the Client's account without the Bank's consent,

f) there has been no movement on the Client's Account over the past four years.

In the case that a payment card has been issued as a Payment Instrument, the Bank is entitled to terminate the validity of the payment card, including termination of the provision of ancillary services and insurance in the day of detection of the fact, authorising the Bank to withdraw from a Framework Agreement with immediate effect according to the this article.

2.1.18 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 tied to the Account products and services that can be terminated concurrently with the Framework Agreement, the notice period shall not apply and the agreement shall end at latest on the day following the day of the written notice of termination being delivered to the Bank. In the case that a payment card has been issued in respect of the Account as a means of payment, the Bank is 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 terminating 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 an Account Holder - Non-Consumer has concluded with the Bank a SEPA Direct Debit Agreement (SEPA DIRECT DEBIT), the notice period of the Framework Agreement will not start to run until expiry of the notice period under the SEPA Direct Debit Agreement (SEPA DIRECT DEBIT).

2.1.19 The Bank may terminate the Framework Agreement in writing with a two-month notice period, which begins 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 the contract conditions stated in the Framework Agreement.

2.1.20 In the event of termination of the validity 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 Account balance without interest until the expiration of the right to its Payment. In the case of concluding an Account Agreement for a fixed term, the Bank shall proceed likewise following the expiry of the fixed term. If the Account is denominated in RUB, the Bank is entitled to unilaterally convert the Account balance from Russian Ruble (RUB) to Euro (EUR) on the last business day before the expiration of the Framework Agreement at the exchange rate to be determined on the basis of the current exchange rate on the interbank foreign exchange market in force at the time of the conversion. If no such rate is available, the Bank shall determine the rate with due diligence. If the Account Holder terminates the Framework Agreement while the Account is in unauthorized overdraft, the Account Holder is required to settle, by the end of the notice period, the debit balance, including interest due.

2.1.21 On the day when the Bank demonstrably learns of the death of the Account Holder, of his declaration as dead, or of the Account Holder being wound up, the Bank shall block 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 arising on the Account, in which case the Bank shall be 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 it any fees that the Bank up to the day of the demonstrably notification of the Client's death charged pursuant to the Bank's Price

List. This regime, though, does not apply in the case of the winding up of a Client that is a legal entity or sole proprietorship. The Bank shall make it possible to dispose of funds on the Account according to the decision of a court or competent body executing inheritance proceedings, or which is proven by documents confirming the Client's legal succession. Through the death of the Account Holder, or through his declaration as dead, or on the date when the Bank provably learns of this fact, all instructions and powers of attorney, including all Authorisations of Authorised Persons shall expire.

2.1.22 The Account Holder may ask the Bank to restrict Disposal of Funds on the Account in the form of a pledge, the conditions of which the Bank shall agree with the Account Holder in a separate written agreement. Disposal of Funds on the Account over and above the pledged sum is not restricted. Disposal of Funds on the Account may be made conditional upon or restricted by, besides the conditions of a pledge, a ban on the Disposal of Funds on the Account on the basis of a written instruction from the Account Holder (blocking of funds), order of a court, executor or other entitled authority to ban the disposal of the Account and Disposal of Funds on the Account. The Bank shall not be liable for any damage the Account Holder incurs in consequence of a restriction on disposal of the Account and funds on the Account by an Authorised Person.

2.1.23 The Bank is required, on the basis of a decision by a competent authority or court to block funds on the Client's Account, as well as all Payment Instruments issued in respect of the Client's Accounts and to perform distraintment, or execute a 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 the authorised person's receivable, and this in particular, though not exclusively, a statutory lien, tax lien, execution lien, distraintment or the execution of a decision (hereinafter simply "recovery"). In the case of a multiplicity of decisions of the competent authorities, the Bank shall block funds on the Client's 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 receivable being recovered through recovery has been completed. If the balance recorded on the Client's Account is greater than the receivable claimed through recovery, the Bank is entitled to transfer funds in an amount corresponding to the receivable being recovered through recovery to a special account, set up by the Bank, where these funds will be blocked. Interest accrual on the funds transferred to the special account shall remain the same as the interest accrual on the funds on the Client's Account. Disposal of Funds on the Account in an amount over and above the blocked amount will not be restricted. Where recovery is conducted for a receivable from the Client's deposit Account, the deposit, or part of the deposit in an amount corresponding to the receivable being recovered in the recovery, shall mature on the day of the Bank receiving the instruction to commence recovery or a decision of a competent authority or court. The Bank in this case is authorized to charge fees for any failure to comply with the agreed duration of the deposit in accordance with the Bank's Price list. The Bank charges fees according to the Price list for account administration; for products and services provided; for the provision of information to the Client concerning the client-related matters or matters resulting from the contractual relationship of the Client and the Bank; for providing a report to the Client's auditor; as well as for other individual operations made on the accounts. Charges are billed on a monthly basis, once the product or service has been provided; or the operation has been performed, or, if relevant, in a different time scope agreed in writing with the Client. For this purpose the Bank is entitled, for offsetting such fees and charges, to use funds on the Client's Account and to collect them by debit from the Client's Account.

2.1.24 The Bank is entitled to change the numbers of any Accounts maintained for the Client, in particular due to a change in the Bank information system. The Bank undertakes to notify the Client at least 30 days before any such change enters into effect.

2.1.25 The Bank is entitled to unilaterally change the conditions of the Framework Agreement, provided that the Client is promptly informed

in writing of such change and of the possibility for them to withdraw from the agreement, stating that the Client in such case has the right to terminate the Framework Agreement with immediate effect. The Client shall be deemed to have been informed in writing if the information is included in a Payment Account statement.

## 2.2 Payment Transactions

### Terms and definitions

#### 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 GBC and the applicable specific business conditions.

#### 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 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 the Beneficiary

#### BIC (Bank Identifier Code)

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

#### CID (Creditor Identifier) The Beneficiary's identifier

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 Beneficiary'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 register of CIDs in the Slovak Republic. The National Bank of Slovakia assigns a CID at the written request of a SEPA Direct Debit Creditor submitted via the beneficiary's bank.

#### European Economic Area

The grouping bringing together the 27 member states of the European Union: Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Ireland, Italy, Cyprus, Croatia, Latvia, Lithuania, 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).

#### Paying-in Slip

Instruction of a Payer – third party for execution of a Payment in cash to a Beneficiary's Account at the Bank. A 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 the unambiguous identification of a user of payment services or the user's payment account in a given country. 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,

#### Creditor

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

#### Cut-off times for payment transactions

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 times for payment transactions**”, which is an integral part of these GBC and is made available in the Bank’s places of business and on the Bank’s website (www.csob.sk).

### **Mandate for Performance of SEPA Direct Debit (hereinafter “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 payer’s specified payment account and to allow the payer’s bank to comply with such instructions.

### **Moment of receiving a Payment Order**

The moment 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, the moment of receiving the Payment Order shall be deemed that agreed date (hereinafter simply 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 moment 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 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**

The person who submits, to the Bank or to a payment initiation services provider, a Payment Order for Settlement, gives consent for a SEPA Direct Debit or allows an Account to be opened in respect of the SEPA Direct Debit Core scheme.

### **Payment Order**

- **Payment Order for Settlement**

is 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 valid forms, or on other forms approved by the Bank, under the conditions agreed between the Bank and Client, which may also be in spoken form. A Payment Order given for the execution of recurrent Payment Transactions is termed a standing payment order for settlement or simply a Standing Order.

- **Payment Order for a 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 its Payer has granted prior consent to a one-off or recurrent debiting of funds by means of setting up consent to a SEPA Direct Debit or by means of 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 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 its behalf or at the Beneficiary’s instruction to the Bank and executed in the framework of Payment Services

### **Working Day**

A day on which the Payer’s Bank or the Beneficiary’s Bank perform activities for the execution of a Payment Transaction, and this day is not a non-Working Day or public holiday pursuant to applicable laws of general application.

### **Beneficiary**

A person who receives the funds of a Payment Transaction

### **SEPA (Single Euro Payments Area)**

The area for Payments in EUR under the same processing conditions. The SEPA countries are the EEA countries + Switzerland, United Kingdom, Monaco, San Marino, Andorra, Vatican, autonomous regions (Åland Islands, the Azores, Ceuta and Melilla, French Guiana, Gibraltar, Guadeloupe, Canary Islands, Madeira, Martinique, Mayotte,

Reunion, Saint Barthelemy, Saint Martin, Saint Pierre and Miquelon, Guernsey, Isle of Man, Jersey).

### **SEPA Direct Debit**

A Payment service in the currency EUR in the territory of the SEPA countries in which the amount of the Payment Transaction is debited from the Payer's Payment Account, held exclusively in the currency EUR, 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 consent to SEPA Direct Debit at its Account, or it opens an Account towards the SEPA Direct Debit Core Scheme at the Bank. The Bank shall consider an Account on which a Client establishes consent for a SEPA Direct Debit to be conditionally open. The Bank provides the Client three types of Account protection with regard to SEPA direct debits:

- a) conditionally open – if the Client has established consent to a SEPA Direct Debit,
- b) open – if the Client has allowed the Account to be opened toward all SEPA Direct Debits (applies only for the CORE scheme)
- c) closed – if the Client has not set up consent to a 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 Beneficiary's/Payer's Accounts held in EUR.

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

- a) CORE - for natural persons - citizens, sole proprietorships and legal entities,
- b) B2B - for sole proprietorships and legal entities. The Bank carries out clients' SEPA Direct Debits for the B2B scheme only in respect of Bank clients registered in the scheme in the framework of 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 Agreement delivered to the Bank and information on the specific amount of the Payment Transaction was provided or made available to the Payer in an agreed manner at least four weeks prior to the date of

debiting the amount of the Payment Transaction from the side of 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 for settlement. 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 account number of the beneficiary is stated in IBAN format. The fee code SHA must be applied to the payment operation. The amount of the Payment is credited in full to the Beneficiary's Bank Account at the latest on the Working Day following the day of funds being debited from the Payer's Account.

**TARGET2** Trans-European Automated Real-Time Gross Settlement Express Transfer System. TARGET is intended solely for the execution of Urgent Payments in the currency EUR.

### **Urgent Payment**

A payment in EUR sent via the TARGET2 system with a shortened execution period, where the Bank debits funds from the Payer's account and credits them to the Beneficiary's account in accordance with the Cut-off times for payment transactions. A special fee is charged for an urgent payment pursuant to the Bank's current Price list irrespective of the fee code of the payment transaction.

### **Express Payment**

A payment in EUR or selected foreign currencies specified 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 account in accordance with the Cut-off times for payment transactions. A special fee is charged for an express payment pursuant to the Bank's current Price list.

## **A - Cash Payment Transactions**

2.2.1 The Bank accepts cash deposits in favour of Accounts in the currency EUR and in selected foreign currencies listed on the Bank's exchange rate sheet. Deposits of foreign currency coins are restricted only to selected currencies and values, a list of which is made available in the Bank's places of business open to the public. The Bank accepts also cash via a secured packages and night safe packages according to contractually agreed terms and conditions. The Bank also enables at selected branches



cash deposits via cash recycling ATMs. The Bank executes a cash Payment from a third party to a Beneficiary's Account maintained at the Bank on the basis of a paying-in slip. The required details on a paying-in slip are:

- a) beneficiary's account number;
- b) currency name (EUR);
- c) amount;
- d) variable symbol;
- e) name of the account holder;
- f) the payer's signature;
- g) the payer's identification (first name, last name, date of birth, permanent residence, Identity Document type, number and country of issue).

2.2.2 If a Consumer deposits funds in cash on an Account in the currency in which the Account is maintained, the Bank shall ensure that this amount is credited to the Account and that they are made available without undue delay after the moment of the funds being accepted. If a Non-Consumer Payment Services user deposits funds in cash on an Account maintained by the Bank in a currency that is not the currency in which the Account is maintained, the Bank shall ensure that the Payment Services user can dispose of this amount following its crediting to the Account on the same Working Day, or no later than the following Working Day, following acceptance of the funds, where the Client deposits the cash funds by means of a technical device. If, in the case of a cash deposit by means of a recycling ATM, any banknotes are evaluated by this equipment as damaged or suspicious, the Bank shall credit the sum of these banknotes to the Client's account. The Bank shall promptly send these banknotes for assessment to the National Bank of Slovakia. In the case that the National Bank of Slovakia evaluates these banknotes as damaged or counterfeit, the Bank shall be entitled to deduct from the account in respect of which was issued the payment card by means of which the cash deposit was made, and this within 30 days from the date of receiving the National Bank of Slovakia's opinion on finding a damaged or counterfeit banknote received by means of the recycling ATM, and this even if through making such deduction an unauthorised debit balance arises on the Client's account. If, in the case of a cash deposit by means of a Recycling ATM, there are any coins inserted that the National Bank of Slovakia evaluates

as intentionally changed or by a process in which it could reasonably be expected to have an effect on their change, without prejudice to the replacement of coins collected for charitable purposes, and which are withdrawn by the National Bank of Slovakia without compensation to the Bank, the Bank shall be entitled to deduct the amount of such coins from the account to which the payment card was issued, through which the cash deposit was made, within 30 days from the date of delivery of a statement from the National Bank of Slovakia on the detection of damaged coins received via the Recycling ATM, and this even if such debiting creates an unauthorised debit balance on the Client's account.

2.2.3 The Bank is entitled to set rules regarding limits and deadlines for immediate cash withdrawal or for the purchase or sale of the EUR currency and selected foreign currencies individually for each of the Bank's places of business open to the public. The Client shall be informed of such restrictions by means of notice boards located in each of the Bank's places of business open to the public.

2.2.4 In the case of cash deposit/withdrawals in excess of EUR 2 000 or its equivalent in a foreign currency, the Bank is entitled to require completion of an inventory of banknotes and coins.

2.2.5 The Client withdraws cash from an Account by presenting 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 on 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 further proof of identity in addition to an Identity Document (e.g. a driving licence).

2.2.6 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 deposit book of a Client within the space of single working day.

- 2.2.7 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.
- 2.2.8 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.
- 2.2.9 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 operation 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.
- 2.2.10 The Bank purchases only undamaged or lightly damaged banknotes in foreign currencies listed on the exchange rate sheet. The degree of banknote damage is assessed by a Bank employee. The Bank will exchange damaged banknotes or coins in the currency EUR in accordance with laws of general application. The Bank shall withhold, without replacement, in accordance with laws of general application, banknotes and coins of dubious authenticity.
- 2.2.11 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 performs foreign exchange activity in accordance with laws of general application. Information on exchange rates are published in the Bank's places of business open to the public and on the Bank's official website [www.csob.sk](http://www.csob.sk).

## **B - Cashless Payment Transactions**

- 2.2.12 The Client is entitled to dispose of funds on the Account by means of electronic distribution channels, payment card on the basis of a Payment Order, and this using the Bank's applicable forms, or other forms approved in advance by the Bank, in the case of the 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 Account balance according to point 2.1.8 of these GBC) or up to the contractually agreed amount in the case of agreement between the Bank and the Account Holder concluded in accordance with § 710 of the Commercial Code (authorised overdraft). The Bank is entitled to refuse to execute a Payment Order that does not contain the particulars required by these GBC, in which case it shall not bear any liability for its non-execution. The Bank is obliged to take as long as necessary to verify all the information accompanying a payment and, depending on the results of verification, it is obliged to process the payment after verification, though it may block or refuse to process a 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.

- 2.2.13 The Client is obliged to 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 times for payment transactions" are part of the GBC and the Bank is entitled to update them. A payment, payment order or other order received after the cut-off time for the given transaction shall be deemed to be received the following working day. If the Client delivers a payment order using a Swift MT101 message with a request to implement an express SEPA payment (using the code "URGP") after the cut-off time, the payment order will be processed as a SEPA payment (in a case falling under point 2.2.21 of these GBC, the procedure under point a) will be applied). The Bank reserves the right to modify the Maturity Date for Payment Order for a SEPA Direct Debit in accordance with the deadlines set out in the document "Cut-off times 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 indicating a day

that is more than 30 calendar days later than the date the Bank receives the Payment Order. If a payment order for settlement contains a Maturity Date more than 365 calendar days after the date of delivery of the order to the Bank, the Bank shall be entitled not to execute the order.

The entry, modification or cancellation of a Standing Order shall enter into force and effect no later than one working day after the delivery of the order to the Bank, unless agreed otherwise.

2.2.14 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.

2.2.15 The Client can 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 a Swift MT101 message
- under conditions specially agreed between the Bank and the Client, which may also be spoken.

The Client is obliged to issue a payment order enabling the sending bank to generate a payment order in the form of a Swift message MT101 fulfilling the required particulars, which ČSOB publishes on the Bank's official website [www.csob.sk](http://www.csob.sk) under the title "Required particulars of a transfer order in SWIFT format MT101" and the particulars given in these GBC

2.2.16 A Payment Order in documentary form must be completed legibly and in full; it may not be cut, erased or overwritten and must be signed in accordance with the Signature Specimens and Disposal Authorisations for the Payment Account valid at the moment of the Bank receiving the Payment Order, and, where relevant, must be authorized in advance in the agreed manner. The Bank shall not process a Payment Order sent by post. The Client, by signing, confirms the completeness, material accuracy and truth of all data given in the Payment Order in documentary form.

2.2.17 Responsibility for the completeness, accuracy and veracity of all data stated on a Payment Order, in a SEPA Direct Debit Agreement, in a Request for

Refusal/Refund/Reversal of SEPA Direct Debit, in a Request for CID adding/cancellation of sleeping SEPA Direct Debit Agreement and in the Account protection against SEPA Direct Debits lies with the Client. Responsibility for the completeness, accuracy and veracity of all data stated in establishing a SEPA Direct Debit service at the Bank lies with the Creditor. The Bank shall not carry out a material check of the information in the form. The Bank is not obliged to accept a Payment Order, SEPA Direct Debit Agreement, Request for Refusal/Refund/Reversal of SEPA Direct Debit, Request for CID adding/cancellation of sleeping SEPA Direct Debit Agreement, Request for Account protection against SEPA Direct Debits and documents for setting up the SEPA Direct Debit service if the submitted 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 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 the incurrence of additional fees charged by correspondent banks.

2.2.18 If the Payer states 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 wrongly. If the name and address of the Beneficiary's bank as stated 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 operation. If the BIC of the Beneficiary's Bank as stated 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 the IBAN.

2.2.19 The Bank is obliged to verify the Authorisation of a Client's Payment Orders according to the Disposal Authorisations and Signature Specimens 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 an order that has been authorised by the Client and which fulfils all mandatory requirements required by these

GBC for its execution. The Bank is entitled to refuse to execute an instruction that has not been authorised by the Client, whereupon it shall not bear any liability for its non-execution.

2.2.20 In order for the Bank to execute a payment order on its Maturity Date, the payer is obliged 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 be able to execute a payment order for collection (direct debit) on the Maturity Date, the Payer is required to ensure that there are sufficient funds on the Account at the start of the Maturity Date, at the time when the Bank is obliged to verify the level of 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 in accordance with point 2.1.8. of these GBC. 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 determining which payment orders are executed.

2.2.21 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 establish sufficient funds on the Payment Account within this period, the Bank shall refuse to execute the Payment Order and cancel the order.
- b) not execute the Payment Order and not repeat subsequent Payment Orders in the case of:
  - a SEPA Direct Debit,
  - an Express or Urgent Payment in the currency EUR in the framework of the SEPA countries, including the Slovak Republic,
  - a SEPA Standing Order with daily frequency,
  - an Express or Urgent Payment abroad,
  - a Payment entered via electronic channels in the option "credit card repayment instalment",
  - A Payment entered via the ČSOB API electronic channel.

2.2.22 If the Bank refuses to execute a Payment Transaction, it shall inform the Payer of this 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 entered by the Payer in the consent for SEPA Direct Debit,
- d) unavailability of the Beneficiary's Account (Account has been cancelled),
- e) if the Bank does not have at its disposal valid consent for SEPA Direct Debit or is not keeping an account open in relation to the SEPA Direct Debit Core scheme for the Client.

The Bank is entitled to charge a fee for information under this point in accordance with its current Price list.

If the Client requests the cancellation of a previously agreed method for delivery of information on refusal to execute a payment operation 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 operation.

2.2.23 If the Client has sufficient funds on the Account, the Bank debits the amount of the Payment Transaction from the Payer's Account on the Maturity Date of the Payment Order. If the Maturity Date is stated on the Payment Order and the conditions for executing the Payment Transaction are satisfied, the amount of the Payment Transaction shall be debited on that day. If the Maturity Date is not a Working Day of the Bank, the amount of the Payment Transaction shall be debited on the Bank's following Working Day. If the Maturity Date is not stated on the Payment Order, or it is earlier than the moment of receipt, and the conditions for executing the Payment Transaction are satisfied and provided that the Payer has submitted the Payment Order within the period set by the Bank, the Bank shall debit the amount of the Payment Transaction on the same day as the moment

of the Bank receiving the Payment Order. If the Payer presents a Payment Order after the Bank's cut-off time, the amount of the Payment Transaction will be debited no later than the Bank's following Working Day. The Maturity Date of the Payment Order then becomes irrevocable. The Bank is obliged to realise Payment Transactions following the due fulfilment of obligations under the Anti-Money Laundering Act..

2.2.24 In the case that the Client requests the Bank to return the sum of a Payment Transaction executed without error by the Bank, the Bank shall communicate the Client's request to the Beneficiary's Bank. The Bank bears no responsibility for the decision on returning the sum of an executed Payment Transaction, and is not competent to ensure the return of an executed Payment Transaction to the Client's Account.

2.2.25 The Bank shall perform the following cashless Payment Transactions under the conditions set out in these GBC and subject to the deadlines 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 (hereinafter simply "SEPA Payment Transactions"),
- b) transfers in other currencies and in EUR outside the SEPA countries. This category also includes transfers in EUR within the SEPA countries not meeting the conditions of a SEPA Payment (hereinafter simply "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 (hereinafter simply "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 § 66a of the Commercial Code, used in 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 cashless payment transaction for each electronic banking service is given in Table 1 in Annex 1 of these GBC.

## SEPA Payment Transactions

2.2.26 The Bank executes in documentary (paper) form SEPA Payment Transactions and Intra-Bank Payment Transactions in EUR on the basis of a SEPA bulk Payment Order, SEPA Standing Order or SEPA Direct Debit Agreement presented by the Client at the Bank's places of business open to the public (hereinafter simply "at a branch").

2.2.27 **A SEPA Payment Order, SEPA bulk Payment Order shall contain** the following mandatory details:

- a) the account number of the payer in IBAN format,
- b) the account number of the beneficiary in IBAN format,
- c) the name of the beneficiary (only for SEPA payments in the SEPA Countries other than the Slovak Republic),
- d) the amount, "total amount" of the Payment Transaction (data containing at most eleven numerical characters, including two decimal places),
- f) the Payer's signature according to the Signature Specimen, or other verification key, if contractually agreed,

Optional details:

- aa) Maturity Date (in the case of electronic Payments, the Maturity Date is a mandatory item),
- ab) variable symbol (VS - data containing at most ten numerical characters),
- ac) specific symbol (ŠS - data containing at most ten numerical characters),
- ad) constant symbol (KS - data containing at most four numerical characters),
- ae) remittance information,
- af) 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 forms).

Where the Payer enters in the SEPA Payment Order the variable, specific and constant symbols, but also completes 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 fulfilling the required particulars pursuant to point 2.2.27. hereof that the Bank provides by means of selected electronic distribution channels is also deemed a SEPA Payment.

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

A Priority Payment in the currency EUR within the Slovak Republic is submitted by the Client on a SEPA Payment Order form, on which the Client marks with a cross the word "express" ["zrýchlená"].

An Express or Urgent Payment in EUR within the SEPA countries is not deemed to be a SEPA Payment and is subject to a different fee pursuant to the Price list, and is delivered within the set deadlines.

2.2.28 **A SEPA Standing Order** shall contain the same mandatory details as for a SEPA Payment Order pursuant to point 2.2.27. hereof as well as the following:

Mandatory details:

- g) entry or modification or cancellation of the SEPA standing order,
- h) amount (the Payer states 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 amount is not stated),
- i) frequency (of repeating Payments),
- j) day when Payment repeats (referred to on the paper Payment Order as the "Payment date"),

Optional details:

- ai) suspension of a SEPA Standing Order (in the case of a paper form)
- aj) effective date of the change (the Client states the Working Day as of which the SEPA Standing Order is to be changed),
- ak) expiration date (if not indicated, it shall concern an Order with unlimited validity).
- al) date of first payment (if not stated, the first payment will be executed on the date when payment repeats; the paper form allows the setting of a different date of first payment than every subsequent repeating payment).

The Bank also provides a SEPA Standing Order fulfilling the particulars specified in this point via selected electronic distribution channels.

The following particulars of a SEPA Standing Order can be modified:

- a) amount,
- b) the beneficiary's account number (in the case of a paper form),
- c) the variable, specific or constant symbols,
- d) information for the beneficiary,
- e) the 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) the payment date (in the case of a paper form),
- h) the effective date of the change (in the case of a paper form),
- i) the expiration date.

2.2.29 **A SEPA Direct Debit Agreement** shall contain the following particulars:

- a) Debtor Account in IBAN format,
- b) CID - Creditor identifier
- c) mandate reference (unique identification data specified by the Creditor, containing at most 35 characters; it is a required detail for the B2B scheme),
- d) scheme type (CORE or B2B),
- e) transaction type (one-off or recurrent),
- f) setting or change or cancellation of the SEPA Direct Debit Agreement,
- g) specification of EUR currency,
- h) payer's signature according to the signature sample or another verification key, if contractually agreed,
- i) verification of the identity of the submitter of the payment order (in the case of a paper form).

Optional details:

- a) Name of the Creditor,
- b) mandate reference (an optional detail for the CORE scheme)
- c) maximum amount (if not indicated, consent is deemed to be given for an unlimited maximum amount),
- d) effective date (if not indicated, the effective date is the day following the day of delivery to the branch),
- e) expiration date (if not indicated, consent is deemed to be given for an unlimited period),

- f) place and date of issue (in the case of a paper form).

Consent fulfilling the required particulars pursuant to point 2.2.29. hereof, which the Bank provides by means of selected electronic distribution channels is also deemed to be SEPA Direct Debit Agreement. The mandatory items for SEPA Direct Debit Agreement are marked with a star [\*] in electronic distribution channels. The Bank shall implement modification or cancellation of SEPA Direct Debit Agreement, submitted by the Client in paper form provided that the latter coincides with the wording of the Client's SEPA Direct Debit Agreement in the Bank's information system. SEPA Direct Debit Agreement – one-off type direct debit type can be done only in documentary (paper) form at a branch.

2.2.30 The following particulars of SEPA Direct Debit Agreement can be modified using documentary (paper) form:

- a) the maximum amount,
- b) the expiration date.

2.2.31 The following particulars of SEPA Direct Debit Agreement can be changed via electronic distribution channels:

- a) the mandate reference,
- b) the maximum amount,
- c) the expiration date,
- d) the name of the direct debit consent.

2.2.32 The Bank automatically migrated clients' consents to direct debits in effect on 31/01/2014 into new consents to SEPA Direct Debit CORE recurrent and they remain valid.

2.2.33 Direct debit consents for which the Creditor's CID was known to the Bank by 15/01/2014 were automatically converted by the Bank as follows:

- a) to SEPA Direct Debit consents with the CID and mandate reference, if in making the original domestic direct debit orders, the Bank had carried out a control check of the Creditor's Account number and symbols (variable/specific symbol) stated in the original direct debit consent. In this, the CID replaces the Creditor's Account number and the mandate reference symbols (variable/specific symbol). An exception was made for direct debit consents toward the Creditor Stredoslovenská energetika, a.s., which were converted to SEPA Direct Debit consents without the mandate reference

(If the Payer's Account had several consents to direct debit against this Creditor, the consents were converted into one SEPA Direct Debit consent of the longest validity and the highest maximum amount of the original Direct Debit consents) and toward the Creditor Slovenská Posta, a.s., which were converted into a SEPA Direct Debit consent with a new mandate reference notified to the Bank by the Creditor. If the Creditor failed to notify the Bank of the new mandate reference, the mandate reference box kept the VS value.

- b) to SEPA Direct Debit consents with a CID without a reference to the mandate, if the Bank had carried out a control check of the Creditor's account number when making the original domestic direct debit orders. If a Payer had set up direct debit consents for multiple Accounts of one Creditor, the Bank migrated them to one consent to a SEPA Direct Debit toward the Creditor's single CID. The SEPA Direct Debit consent took over the highest values from the field maximum amount and validity date in the original direct debit consents.

2.2.34 Direct debit consents in the case of which the Creditor's CID was not notified to the Bank by 15/01/2014 were migrated into "sleeping" SEPA Direct Debit consents. Sleeping SEPA direct debit consents are activated in the following cases:

- a) the Client adds the CID to the sleeping consent via an electronic distribution channel, or
- b) the Client submits a written request for activation at a branch, or
- c) the Bank receives a SEPA Direct Debit order containing a CID, where the Creditor's Account number is identical to the Creditor's Account number stated in the sleeping consent.

2.2.35 The Client is obliged to ensure that the details of the SEPA Direct Debit are updated in line with changes in the Mandate for Performance of SEPA Direct Debit.

2.2.36 The Bank checks for conformity between the following data entered in the valid SEPA Direct Debit Agreement and the data indicated in the received order for SEPA Direct Debit:

- a) the account number of the Payer in IBAN format
- b) the Beneficiary's CID identifier

- c) scheme type CORE or B2B
- d) mandate reference (if indicated in the SEPA Direct Debit Agreement)
- e) maximum amount (if indicated in the SEPA Direct Debit Agreement).

2.2.37 A payment Order for a SEPA Direct Debit in favour of the Payer's Bank which was included in the EBA STEP 2 European clearing on the day when the Payment Order for a SEPA Direct Debit becomes payable may be rejected by clearing and thus the Bank does not guarantee the processing of such an Order for a SEPA Direct Debit.

### Cross-border Payment Transactions

2.2.38 The Bank performs cross-border Payment Transactions in the currency EUR 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 or a Standing Foreign Payment Order.

2.2.39 A Foreign Payment Order shall contain the following particulars:

- a) the account number of the Payer in IBAN format
- b) the payer's name and address,
- c) the beneficiary's account number (in IBAN structure, if the Payment Transaction is within SEPA countries),
- d) the beneficiary's name,
- e) the beneficiary's address (obligatory only for a payment order to the USA or in USD. It must have a format as follows: street, city, zip code, state. A P.O. Box cannot be used as the address),
- f) the BIC of the Beneficiary's Bank or the precise name and complete address of the Beneficiary's Bank, the national routing code of the Beneficiary's Bank. If the Payer does not state the IBAN and BIC of the Beneficiary's Bank in the correct form or states and identifier of the beneficiary's account other than the IBAN, the Beneficiary's foreign bank may require additional fees, or return the Payment.
- g) the currency of the Payment Transaction (ISO currency code according to the NBS code list),

- h) the amount of the Payment Transaction (data containing at most eleven numerical characters, including two decimal places),
- i) the selection of one of three charge codes for the transaction:

**OUR** (all fees are paid by the Payer); the Bank shall consider the statement of the Payment Transaction charge code "OUR" to be an explicit request by the Client to execute the cross-border payment in the manner that all fees are paid by the Payer. By stating the respective Payment Transaction charge code the Client concurrently consents to the charging of an Additional Fee for the Payment Transaction, as stated in the Bank's Price List. S requested by the Beneficiary's Bank.

**SHA** (Payer pays the fees of the Payer's Bank, Beneficiary pays the fees of the Beneficiary's Bank and intermediary banks). The charge code SHA is obligatory in Payments in any in the framework of the EEA countries, unless agreed otherwise at the Client's explicit request,

**BEN** (all fees are paid by the Beneficiary). This is not permitted in the case of payments in the framework of the EEA countries. A Payment Order in which the Client states the fee code BEN in the framework of the EEA countries will be executed with the fee code "SHA". If the Client fails to choose any of the above-listed codes, the SHA charge code shall apply. A payment to an account maintained in ČSOB ČR can only be entered with the charge code SHA.

In Payments in the currency RUB the Client shall use exclusively the charge code "OUR".

- j) the Maturity Date for the payment order (obligatory only for electronic payments),
- k) the purpose of the payment or information for the beneficiary (obligatory only in selected electronic banking channels; for payments in RUB, CNY).
- l) payer's signature according to the signature sample or another verification key, if contractually agreed,

Optional details:

- a) option of selecting an urgent or express order,
- b) other instructions for the Payer's bank,



c) place and date of issuing of the Payment Order,

A Payment Order fulfilling the required particulars pursuant to point 2.2.39 hereof that the Bank provides by means of selected electronic distribution channels is also deemed to be a cross-border Payment.

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

- a) entry or modification or cancellation of a Standing Foreign Payment Order,
- b) frequency (of repetition of the Payment),
- c) day when Payment repeats,
- d) date of first Payment (the date when the first Payment is to be made; this can be different from each subsequent repeated Payment),
- e) effective date of modification.

2.2.41 **Payment transactions within ČSOB SR** in foreign currency require the following compulsory particulars:

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

Optional details:

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

2.2.42 In the case of a conversion operation, the Payment Order must specify the currency and the amount of the Payment Transaction. Conversion operations from one currency to a different currency are made by the Bank at the exchange rate specified in the exchange

rate sheet applying to the execution date of the conversion operation. If the equivalent value of the payment in EUR exceeds the limit set by the Bank, the Bank shall use the rate set on the basis of the current rate on the interbank foreign exchange market applying to the execution date of the Payment Transaction.

2.2.43 The Bank is entitled to determine the method of executing a Cross-Border Payment and to use a correspondent bank of its own choice and at its own discretion.

2.2.44 The Bank is entitled to not execute a Payment Order if the country of the Beneficiary/Payer of the Payment, or the country of the Beneficiary's/Payer's Bank and its units, or the Beneficiary/Payer of the Payment, are subject to restrictions pursuant to the current blacklist of entities subject to sanctions, or upon which an embargo has been declared, or if there is a suspicion that the Payment Order will be blocked by authorized entities abroad. The Bank is entitled not to execute a Payment Order to a country included on lists of countries suspected of supporting terrorism or money laundering or, by means of a Payment Services provider and its units, also outside those countries if the country of registration of the parent Payment Services provider is a country included on 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 on the payment, the Bank is entitled to require such documents and information from the Client, and the Client is obliged to present them.

2.2.45 The Bank is entitled to not execute a Payment Order in the case, even if the Bank reasonably suspects that the Client's action is in contravention of laws of general application or ethics,

#### **Payments received**

2.2.46 The Bank is entitled to receive funds in favour of an Account of its Client and credits them to the Client's Account within the deadline set by the Bank for the execution of payment transactions, 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 Bank has the Payer's funds available. A Payment Transaction received after the deadline will be credited to the Client on the next Working Day.

- 2.2.47 If the Bank receives a Payment from abroad with incorrect, unclear, conflicting instructions, or if the data on the Payer and/or Beneficiary in the Payment Order are missing or are not complete according to regulations on the prevention, detection and investigation of the legalisation of proceeds from crime and terrorist financing, the Bank is entitled to refuse the Payment and return it to the Payer's bank, or request the Payer's bank for correct instructions.
- 2.2.48 The Bank has the right to examine whether the name of the Beneficiary of the Payment 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 marks from the account data received via the Payment Order from the Payer of the amount, particularly for reasons of protection against money laundering and protection against terrorist financing as set out by anti-money laundering laws. In the case of a discrepancy in the name of the recipient, the Bank is entitled to credit the amount of the payment operation to the account number stated 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.
- 2.2.49 If the Bank receives a Payment in favour of a closed Account of the Client, the Bank shall return this Payment to the Payer's Bank.
- 2.2.50 Provisions relating to Payment Transactions do not apply to documentary Payments (letters of credit, guarantees), drafts, for which separate business conditions apply.

### **C. Information on Payment Transactions, fees and interest**

- 2.2.51 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, plus the amounts of all charges for Payment Transactions and interest, free of charge in the form of a Payment Account statement in the manner agreed in the Account Agreement. This also fulfils the Bank's duty

under § 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 Price list applicable at the time when the information is provided.

- 2.2.52 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 transactions. If an Account Holder - Consumer finds discrepancies in the clearing or failure to clear effective Payment Orders, the Account Holder is required to 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 of the funds being debited from or credited to the Account, unless separate business conditions of the Bank establish a different deadline. Following the expiry of the period for correction established by the Payment Services Act, the Bank shall carry out correction in accordance with other laws of general application.
- 2.2.53 If it is agreed that information on Payment Transactions pursuant to point 2.2.51 of these GBC is to be delivered "in writing by post" and the Account Holder does not notify the Bank of a change of address to which the Payment Account bank statements are to be sent, the Bank, following the repeated return (2 consecutive months) of statements by Slovenská pošta, a. s., 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 pursuant to the Price list.
- 2.2.54 Pursuant to the Payment Services Act, the provisions of §§ 10, 12, 13, 32(3), 33(2), (4), (38), (40), (41) and § 43(1), (2), (5), (6) as

well as § 44(1) and (4) of the Payment Services Act do not apply to Non-Consumers, unless agreed otherwise.

### **III. Final part**

#### **3.1. Customer claims**

- 3.1.1 Customer claims are governed by the Customer Claims Code, which forms a part of the Framework Agreement.
- 3.1.2 The Customer Claims Code is available at all the Bank's places of business open to the public and on the Bank's official website, [www.csob.sk](http://www.csob.sk). The Bank is entitled to update the Customer Claims Code. Updates to the Customer Claims Code come into effect on the day stated in the updated Customer Claims Code published in advance. The Client is entitled to correction of an unauthorised or wrongly executed Payment Transaction only if the Client notifies the Bank without delay and not later than 13 months from the day of the funds being debited from or credited to the Payment Account, of the unauthorised or wrongly executed Payment Transaction on the Payment Account as a customer claim regarding the given Payment Transaction. The Bank shall decide on the eligibility of the customer claim without 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 customer claims, shall proceed in accordance with laws of general application.
- 3.1.3 A Payer has the right to request the Bank to return funds of an authorised Payment Transaction executed on the basis of a Payment Order submitted by the Beneficiary, or via the Beneficiary. The period for submitting a request, which must meet the conditions of § 13 of the Payment Services Act, is 8 weeks from the date of the funds being debited from the Payer's Account.
- 3.1.4 A direct Debit Creditor has the right to request the Bank to return to the Payer a Payment that the Creditor received on the basis of a SEPA Direct Debit. The period for submitting a request is 4 Working Days from the date of the funds being credited to the Creditor's Account.
- 3.1.5 A Payer shall be entitled to request the Bank to refuse to carry out a received Order for a SEPA Direct Debit on their 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.

- 3.1.6 For the purposes of handling complaint claims and other submissions, and for the purposes of resolving disputes relating to the provision of payments 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.
- 3.1.7 In the case of resolving a complaint claim regarding a payment transaction made by the Client by means of a payment initiation services provider, the Client hereby grants consent to the Bank to disclose banking secrets to the payment initiation services provider as necessary for resolving the complaint claim.

#### **3.2. Mutual communication**

- 3.2.1 Documents relating to a Banking Transaction shall be in the Slovak language. Slovak shall also be the language of communication between the Bank and Client during the term of the contractual relationship, unless the Bank and Client agree otherwise. The Client shall be required to present a legal opinion drawn up by an expert legal office regarding the force, effect and enforceability of the agreement on a particular Banking Transaction or the agreement on securing such a Banking Transaction and regarding the legal status and integrity of the Client and obliged persons in the case that the agreement on a particular Banking Transaction or the agreement on securing such a Banking Transaction or any of the documents presented by the clients is governed by law other than the law of the Slovak Republic.
- 3.2.2 The Client is obliged to promptly notify the Bank of all facts relating to the Banking Transaction and provide the Bank with documents agreed with or requested by the Bank that could lead to the Client's unjust enrichment or lead to harm to the Bank.
- 3.2.3 Documents to be delivered by post shall be sent by the Bank to the Client's address stated in the agreement on the specific Banking Transaction, or to a different address agreed with the Client. The Bank shall send

documents as ordinary mail, registered mail or registered mail with advice of delivery.

- 3.2.4 If the Client through their action or omission frustrates the delivery of a document and the post office returns the document undelivered, the effects of delivery shall apply as of the day when the document/post is returned to the Bank. The effects of delivery shall apply also if a Client refuses to take receipt of the document.
- 3.2.5 Documents intended for the Client that are not delivered by post can be collected from the Bank by the Client or another person to whom the Client has granted power of attorney for this act; the Client's signature on the power of attorney must be made in front of a bank employee or the authenticity of the Client's signature on the power of attorney must be officially certified.
- 3.2.6 Documents of the Client addressed to the Bank are deemed to be delivered if they are received at any of the Bank's places of business open to the public.
- 3.2.7 The Client also consents to the fact that the Bank may make audio recordings of telephone calls.
- 3.2.8 The Bank is entitled to require an official translation of documents that the Client submits in languages other than Slovak or Czech; the costs for official translation shall be borne by the Client. The Bank shall not be liable for delayed execution of Banking Transaction due to the need for official translation of a document.
- 3.2.9 The Client has the right to obtain information on a Banking Transaction from these GBC or the Price list prior to concluding such business. The Client also has the right to obtain spoken information at the Bank's places of business open to the public and in electronic form on the Bank's website [www.csob.sk](http://www.csob.sk).
- 3.2.10 The Bank shall deliver documents to the Client in person at a branch, by post, courier or e-mail.
- 3.2.11 Under Section 40(4) of Act No. 40/1964 Coll., the Civil Code, the Bank is entitled to carry out legal acts that require written form by electronic means signed with a digital signature in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and Act

No. 272/2016 Coll. on trust services for electronic transactions, as amended, as well as legal acts via a telephone device in the framework of a telephone conversation with the Client.

- 3.2.12 The Bank may communicate with the Client also in spoken form via a telephone device within a telephone conversation between an authorised Bank employee and the Client, under conditions specially agreed between the Client and the Bank, where in such conversation there may occur the acceptance of selected legal acts by the Client, expressed in spoken form.

### **3.3. Charges and Fees**

- 3.3.1 The Bank is entitled to require remuneration for its services and Banking Transactions. Such remuneration shall be in the form of individual charges according to the Price list for the given Banking Transaction, applicable at the time of execution of each Banking Transaction, unless the agreement on the respective Banking Transaction provides otherwise. The Bank and the Client have agreed that the Bank is entitled to amend/update the Price list in line with the situation on the financial market, the Bank's costs for conducting the Banking Transaction, including costs related to the performance of Banking Transaction (e.g. the Bank's costs for creating mandatory minimum reserves, costs resulting from the Bank's contributions to the deposit protection scheme and other costs that the Bank incurs in connection with compliance with laws of general application and decisions of the competent state and regulatory authorities). The current wording of the Price list, as well as future updates to it, can be obtained at the Bank's places of business open to the public and the Bank's official website, [www.csob.sk](http://www.csob.sk). Changes in the Price list, including any changes or adjustments to particular rates or charges shall come into effect on the validity date of the updated and published Price list. The Client may be informed of a change in the Price list also by means of information included in the Account statement or in another manner; such inclusion of information in the statement shall be deemed to constitute the provision of written information for the Consumer. In the case that the Consumer does not agree to the changes, they have the right to immediately

withdraw from the Framework Agreement, free of charge.

- 3.3.2 If the performance of a Banking Transaction requires the submission of additional documents and the Client agrees to their acquisition, the Bank is entitled to require Payment from the Client also for costs incurred.

### 3.4. Interest, taxes, deposit protection

- 3.4.1 The Bank shall accrue interest on both the credit and debit balance of the Account Holder's Account in accordance with the Bank's interest rates and interest accrual rules for the given type of Banking Transaction. Current interest rates and interest accrual rules for the given types of Banking Transaction are available at the Bank's places of business open to the public and on the Bank's official website, www.csob.sk. Interest accrual begins on the day of funds being cleared to the Account and ends on the day preceding their withdrawal or transfer from that Account. Interest on an Account balance is calculated daily and credited at the end of the interest period in the Account currency. The application of the § 714 (1) of the Act No. 513/1991 Coll. Commercial Code is excluded. The interest period is set in the interest accrual rules.

- 3.4.2 Income (interest, bonuses, prizes, etc.) are subject to taxation in the Slovak Republic according to laws of general application, unless international treaties binding on the Slovak Republic provide otherwise.

- 3.4.3 Funds and deposits on Accounts and deposit products opened and maintained by the Bank are protected in accordance with and under the conditions laid down in Act No. 118/1996 Coll. on deposit protection and on the amendment of certain acts, as amended.

- 3.4.4 In the case of interest accrual on loans it shall apply that if the Reference Interest Rate forming the basis for calculating interest rate for interest accrual on loans, takes a negative value, then for the purposes of calculating interest rate for interest accrual on loans the Reference Interest Rate current at the time of calculating the interest rate for interest accrual on loans shall be replaced by a 0% interest rate.

- 3.4.5 The provisions of this point of these GBC shall apply to those Contracts that:

(a) are considered a financial contract within

the meaning of a financing contract pursuant to Regulation of the European Parliament and of the Council (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (hereinafter simply "**Benchmark Regulation**"); and at the same time

(b) this Contract uses such a Reference Interest Rate that meets the definition of a benchmark pursuant to the Benchmark Regulation; and

(c) unless in the Contract, or in specific terms and conditions regarding the Contract, specific provisions for determination of the Replacement Reference Interest Rate are stipulated.

In the event that:

- (i) the Reference Interest Rate permanently ceases to be available (e.g. the Reference Interest Rate ceases to exist), or
- (ii) it becomes unlawful to use the Reference Interest Rate (e.g. an administrator of the Reference Interest Rate withdraws its request for for the licence to use the Reference Interest Rate; or the Reference Interest Rate or its administrator is deleted from the relevant register kept by ESMA), or
- (iii) the methodology to calculate the Reference Interest Rate materially changes within the meaning of the Benchmark Regulation, in the view of the administrator of such Reference Interest Rate (e.g. geographic, economic or sectorial scope of the Reference Interest Rate considerably changes), or
- (iv) if relevant authorities announce that such Reference Interest Rate is no longer representative,

such a Reference Interest Rate (hereinafter simply "**Relevant Reference Interest Rate**") shall be replaced by other Replacement Reference Interest Rate (hereinafter simply "**Replacement Reference Interest Rate**").

The Replacement Reference Interest Rate shall be such a Reference Interest Rate which:

- (a) is recommended by the relevant authorities (including any working group constituted or endorsed by them) for the

replacement of the Relevant Reference Interest Rate;

(b) if not possible to proceed according to letter (a) above, the Bank determines in good faith is considered, pursuant to any evolving or then prevailing market practice, the Replacement Reference Interest Rate in similar transactions in the same currency referencing a benchmark with an equivalent or comparable term in relation to the Relevant Reference Interest Rate;

(c) if not possible to proceed according to letter (b) above, the Bank determines in good faith is the most comparable to the Relevant Reference Interest Rate.

In order to reduce or eliminate, to the extent reasonably practicable, any economic prejudice or benefit to the Contracting Parties as a result of the replacement of the Relevant Reference Interest Rate by the Replacement Reference Interest Rate, the Replacement Reference Interest Rate shall be adjusted with the Adjustment Spread (hereinafter the "**Adjustment Spread**"). In relation to the replacement of the Relevant Reference Interest Rate by the Replacement Reference Interest Rate such Adjustment Spread shall be:

(a) the Adjustment Spread recommended by the relevant authorities (including any working group constituted or endorsed by them);

(b) if not possible to proceed according to letter (a) above, the Adjustment Spread that the Bank determines in good faith is considered an evolving or then prevailing market practice in similar transactions;

(c) if not possible to proceed according to letter (b) above, the Adjustment Spread that the Bank, acting in good faith, determines to be appropriate.

The Bank shall promptly inform the Client on the replacement of the Relevant Reference Interest Rate by the Replacement Reference Interest Rate, including the Adjustment Spread, along with the effectiveness of the changes in relation to the relevant Contracts.

For the avoidance of doubt, and unless otherwise agreed in the Contract, if such Contract includes an interest rate of 1-, 2-, 3-, 4-, 5-, 6-, 7-, 8-, 9- or 10-year interest rate

SWAP, it shall be considered to be the Reference Interest Rate 1Y, 2Y, 3Y, 4Y, 5Y, 6Y, 7Y, 8Y, 9Y or 10Y ICE Swap Rate EUR 1100 respectively, administered by ICE Benchmark Administration Limited, which is listed in the relevant register kept by ESMA, or the Reference Interest Rate is listed in the relevant ESMA register. This precision shall not constitute a change in the interest rate, nor shall it constitute a replacement of the interest rate.

3.4.6 If the Contract is not considered a financial contract pursuant to the Benchmark Regulation, and at the same time the Contract uses a Reference Interest Rate (including use for any default interest calculation), and unless the Contract or special terms and conditions regarding the Contract stipulate specific provisions on determination of the Replacement Reference Interest Rate, then the situations described under points (i) to (iv) of point 3.4.5. of these GBC above shall be accordingly subject to procedures subsequently stated in this point 3.4.5. of the GBC, where such change to the Contract shall be effective for the Client even without the Client's consent. In an exceptional case, if it is not possible to determine the Replacement Reference Interest Rate in the manner described above, the Bank is entitled to declare that all the Bank's receivables from the Contract become due.

### **3.5. Banking secrecy and personal data protection**

3.5.1 The Bank undertakes to keep confidential all matters to which banking secrecy applies in accordance with laws of general application. The Bank is obliged to maintain the confidentiality of such information even after the end of the contractual relationship with the Client, in accordance with laws of general application.

3.5.2 The Client grants the Bank consent to disclose data forming the subject of banking secrecy for the purpose of preparing and fulfilling a Banking Transaction, offer of products and services and a Non-Consumer also for the purposes of creating and sharing a database of Non-Consumers, towards subjects that are in relation to the Bank or to entities controlled by it either toward controlling entities or by controlled entities, or by controlling entities under § 66a of the

Commercial Code and toward entities controlled by a controlling entity of the Bank. The Client also consents to the fact that in the case where any receivable arises to the Bank toward the Client, the Bank is entitled, for the purpose of recovering it, to provide information on the given receivable to the Bank's designated entity.

3.5.3 The Bank, as a data controller, is entitled, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "General Data Protection Regulation"), Act no. 18/2018 Coll. on personal data protection and on the amendment of certain acts, the Banking Act and other legal regulations, even without the Client's consent (for the purposes of this clause the Client is also referred to as the "data subject") to ascertain, acquire, record, store, use and otherwise process the Client's personal data, in the scope: title, first name, last name, permanent residence, temporary residence, birth identification number, if allocated, date of birth, if allocated, date of birth, nationality, type and number of Identity Document, contact telephone or fax number and e-mail address, in the scope laid down by specific legal regulations for the purpose of conducting a Banking Transaction, in particular for:

- negotiation and preparation of a Banking Transaction,
- concluding a contract on a Banking Transaction,
- the purposes of communication and fulfilling obligations arising under the contract on a Banking Transaction,
- the purposes of administering the contract on a Banking Transaction,
- other purposes of fulfilling obligations relating to a Banking Transaction pursuant to the Banking Act.

The Bank also processes personal data of data subjects in the necessary scope for protecting the Bank's rights and legitimate interests. The Client declares that he is informed of the fact that processing of his personal data for the purposes of ascertaining, verifying and checking the identification of payments service users and

that of their representatives, for the purposes of concluding and executing transactions with payment service users in executing payment services, for the purposes of receiving and handling payments services users' claims, for the purposes of resolving disputes with payment services users arising from the provision of payment services, for the purpose of protecting and enforcing payment services providers' rights toward payment services users, for the purpose of documenting the activities of a payment services provider, for the purposes of performing supervision over payment services providers and over their activities and for fulfilling tasks and duties of payment services providers under the Payment Services Act or separate regulations (e.g. the Anti-Money Laundering Act) is possible only with the client's express consent and informed awareness, though the granting of specific consent for each defined purpose burdens both contracting parties, therefore the Client consents to the processing of his personal or other data under this provision, and consents to the fact that for these purposes the Bank is entitled, using automated or unautomated means, to make copies of identity documents and to process his birth registration number and other personal data in the necessary scope, as defined by the Payment Services Act.

3.5.4 The Bank processes the personal data of data subjects for the entire duration of the contractual relationship and after its end, up until the expiry of the respective data archiving period, as established by laws of general application. The data subject takes note that the Bank is entitled to obtain personal data necessary for achieving the purpose of its processing also by copying, scanning and other recording of Identity Documents and other official documents on information media.

3.5.5 The Client acknowledges that the selected personal data of Clients is made accessible to the operator, Československá obchodní banka, a. s., with its registered office at Radlická 333/150, 150 57 Praha, corporate registration no.: 00001350, though solely for reason of managing the banking information system necessary for carrying out the Bank's banking services, and in so doing Clients' personal data is processed without their

consent under article 6(1)(b) of the General Data Protection Regulation.

3.5.6 The Client takes note of the fact that more detailed information on the Bank's processing of the Client's personal data is provided to the Client by the Bank in the personal data protection memorandum (hereinafter referred to as the "Data Memorandum"), which is available on the Bank's website [www.csob.sk](http://www.csob.sk). In the Data Memorandum the Client can find information about how the Bank handles the Client's personal data, how the Client can contact the Bank regarding personal data processing, and other important information in accordance with personal data protection law.

3.5.7 The Client takes note of the fact that the Bank processes the Client's personal data for purposes under the Anti-Money Laundering Act. The Bank is entitled, without the Client's consent, for such purposes in connection with due diligence in relation to the Client and in connection with investigating unusual transactions under §14 of the Anti-Money Laundering Act, to investigate, obtain, record, retain, use and otherwise process personal data and other data in the scope under §10(1) and §12(1) and (2) of the Anti-Money Laundering Act; where in so doing the Bank is entitled to acquire personal data necessary for achieving the purpose of such processing, through copying, scanning or other recording of official documents on information media and to process birth identification numbers and other data and documents without the Client's consent in the scope under § 10(1) and §12(1) and (2) of the Anti-Money Laundering Act.

3.5.8 The Bank is required to keep records of all investment services, investment activities and ancillary services and transactions executed so that the National Bank of Slovakia is able to perform its supervisory tasks and, in particular, to ascertain whether the Bank complies with all obligations, including obligations in relation to Clients or potential Clients and market integrity, in accordance with the Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards the organisational requirements and operating conditions for investment firms and defined terms for the purposes of the Directive. For this reason, telephone

conversations between the bank employees and Clients or potential Clients may be recorded.

3.5.9 Mandatory automatic exchange of tax information in relation to cross-border arrangements

In connection with Council Directive (EU) 2018/822 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (hereinafter referred to as "tax schemes") subject to reporting (hereinafter referred to as "DAC6"), which was transposed into Slovak legislation by Act no. 305/2019 Coll. amending Act no. 442/2012 Coll. on international assistance and cooperation in tax administration, as amended, ČSOB declares that the ČSOB Financial Group, which includes Československá obchodní banka a. s. and ČSOB Poistovňa, a. s. is not deemed an intermediary in relation to the reporting of potential cross-border schemes, since from the nature of its business activity, it does not design, offer, organise, make available or market cross-border schemes deemed reportable arrangements (meaning potentially aggressive cross-border tax-planning schemes) and does not provide tax advice, assistance or support in connection with the designing, marketing and organising of cross-border schemes subject to reporting, with making it available for implementation or managing the implementation of such scheme making it accessible available for implementation or managing the implementation of such scheme.

### **3.6. Final provisions**

#### **3.6.1 DISPUTE RESOLUTION OPTIONS**

- A. Any dispute between the Client and the Bank may be resolved by the parties at dispute pursuant to § 160/2015 Coll. of the Civil Dispute Settlement Code, as amended, through the courts of the Slovak Republic.
- B. The Client is entitled to file a complaint to the Bank in accordance with the Bank's Complaints Code (published at <https://www.csob.sk/dolezite-dokumenty#obchodne-a-poistne-podmienky>). The Client may file a complaint if he/she wishes to express dissatisfaction or make a claim for review of the accuracy and quality of products and services provided.



C. The Bank hereby, in accordance with § 25(1) of Act No. 90/2016 Coll. on housing loans and, in accordance with Act No. 129/2010 Coll. on consumer loans, declares that any disputes with consumers arisen in connection with housing loans or consumer loans shall be resolved primarily through negotiation between the parties. The consumer has the option to initiate a complaint procedure on the basis of a statement of dissatisfaction or on the basis of exercising the right for a review of the correctness and quality of products and services provided by the Bank, in accordance with its Claims Code.

The options for dispute resolution, under the legal code of the Slovak Republic, are:

1. under Act No. 160/2015 Coll. the civil dispute settlement code (disputes before the competent court for consumers and non-consumers),
2. under Act No. 391/2015 Coll. on alternative dispute resolution (for consumers),
3. under Act No. 420/2004 Coll. on mediation and on the amendment of certain acts, as amended (for consumers and non-consumers),
4. under Act No. 335/2014 Coll. on consumer arbitration proceedings and on the amendment of certain acts (for consumers)
5. under Act No. 244/2002 Coll. on arbitration proceedings (for consumers and non-consumers).

D. Information under § 93b of the Banks Act and § 91 and § 93 of the Payment Services Act:

1. The Bank hereby informs clients that disputes relating to bank transactions under § 5(i) of the Banks Act (the inception, adjustment or cessation of contractual relationships between the bank and its client, and any operations whatsoever relating to bank activities, including deposit handling), that arose between consumers and banks or branches of foreign banks may be resolved also by an alternative dispute resolution entity under specific laws.

The Bank also informs clients **who are consumers**, of the option of alternative resolution of disputes relating to bank transactions or the provision of payment services (this likewise applies to disputes relating to the transfer of a payment account under § 44d of the Payment

Services Act – account switching), by means of alternative dispute resolution entities, which are authorised to resolve disputes relating to such transactions, and of the use of this resolution option at the consumer's choice, including the selection of the respective alternative dispute resolution entity at the consumer's choice. Such alternative dispute resolution entity is competent to resolve disputes relating to the provision of payment services that arose between payment services users who are consumers and payment service providers. An alternative dispute resolution entity may not refuse to resolve disputes relating to the provision of payment services if this entity is chosen to resolve the dispute by a consumer who is a party to the respective dispute relating to the provision of payment services. Alternative dispute resolution before alternative dispute resolution entities that are authorised to resolve disputes relating to payment services is free of charge if it concerns disputes between payment services users who are consumers and payment services providers. The client has the right to alternative dispute resolution before alternative dispute resolution entities in the language in which he/she ordinarily negotiated or communicated with the bank. The alternative dispute resolution entity, which is authorised to resolve disputes relating to the provision of payment services, is obliged, in disputes relating to the provision of payment services to provide An alternative dispute resolution entity authorised to resolve disputes is required, at the request of the National Bank of Slovakia and within the term set by the National Bank of Slovakia to provide the National Bank of Slovakia information acquired by or known to the alternative dispute resolution entity regarding facts concerning disputes and the resolution of disputes relating to the provision of payment services. Entities for alternative resolution of disputes relating to bank transactions or payment services pursuant to Act No. 391/2015 Coll. on alternative dispute resolution, as

amended, are legal persons registered by the Ministry of the Economy of the SR ([www.mhsr.sk/obchod](http://www.mhsr.sk/obchod)).

2. The Bank informs clients **who are not consumers** of the possibility of arbitration resolution of disputes relating to bank transactions and of the possibility of other out-of-court resolution of disputes relating to bank products, or the provision of payment services, for example through a form of mediation. Specific regulations arranging arbitration resolution of disputes, or other out-of-court resolution are Act No. 244/2002 Coll. on arbitration proceedings, as amended, and Act No. 420/2004 Coll. on mediation, as amended. The current list of arbitration courts and mediators can be found on the SR Ministry of Justice website ([www.justice.gov.sk](http://www.justice.gov.sk)).

- E. The Bank hereby in accordance with § 69(4) of Act No. 566/2001 Coll. on securities and investment services, informs that any disputes arising in connection with investment and ancillary services shall preferably be resolved by negotiation between the Contracting Parties.

The possibilities for dispute resolution are listed in C above.

The Client is also entitled to file a complaint through the Financial Consumer Protection Department of the National Bank of Slovakia.

- 3.6.2 The Bank shall not bear any liability under laws of general application for losses incurred as a result of circumstances occurring independently of the Bank's will, which it could not prevent or overcome and which prevent it from fulfilling its duties. If circumstances arise that exclude the Bank's liability, the Bank shall take such measures as can reasonably be expected of it to mitigate adverse consequences for the Client.

- 3.6.3 The Client is obliged to immediately notify the Bank of the loss or theft of an Identity Document or other documents, as well as Payment Instruments (e.g. a payment card). The Bank shall not be liable for losses incurred through the misuse of such Identity Documents or Payment Instruments or losses incurred through the misuse of the Identity Document of an Authorised Person. In the event of the loss of an Identity Document or Payment Instrument, limits may

be placed on cash withdrawals (e.g. blocking funds on an Account, blocking payment cards). Clients are required to promptly notify the Bank of all changes in data that they or the Client provided to the Bank and which was requested by the Bank in concluding the contractual relationship, including documents proving any change in their state of tax residence (documentation of residence for tax purposes issued by a competent foreign tax authority). These changes must be proved by presentation of a valid Identity Document or other official document from which the relevant change is evident, in accordance with laws of general application. The Bank shall deem failure to promptly give notice of such changes to be a serious breach of contract.

- 3.6.4 The Client hereby declares, for the purposes of the Banking Act, that it shall perform with the Bank each contractual Banking Transaction with a value of EUR 15 000 or more only on the Client's own behalf and on its own account, i.e. at the Client's own cost or for the Client's own profit, whilst funds that the Client uses for Banking Transaction with a value of EUR 15 000 or more shall be entirely the Client's own property. The Client also gives an undertaking that if they use funds owned by another person to carry out a Banking Transaction with a value of EUR 15 000 or more, or if such a transaction is carried out on the Account, for the benefit or at the expense of a person other than the Client, they shall, before executing the Banking Transaction, submit in writing the personal data of the natural person or identification data of the legal person owning the funds and for whose Account the Banking Transaction is carried out and also submit the written agreement of the data subject to the use of these funds for the Banking Transaction performed or for performing this Banking Transaction on their Account. The Client is required to provide information pursuant to this point also at the Bank's request, if the Bank has doubts as to whether the Client is acting on their own behalf and on their own account.

- 3.6.5 If the Client is a Politically Exposed Person or if the Client loses this status, the Client is required to notify the Bank of this fact.

- 3.6.6 Supervision over compliance with the provisions of the Payment Services Act, the Banking Act, the Personal Data Protection

Act and other laws of general application relating to the Bank's activity is performed primarily by the National Bank of Slovakia, the Office for Personal Data Protection, and other supervisory authorities pursuant to applicable legislation.

- 3.6.7 The Bank is entitled to amend these GBC and specific business conditions for individual Banking Transactions. The Bank shall advise the Client of changes to the GBC and specific business conditions through publication of these documents in the Bank's places of business open to the public and on the Bank's official website ([www.csob.sk](http://www.csob.sk)) and advise the Consumer by way of specific written notification sent to the Consumer within the term of one month prior to the proposed effective date of the change, unless laws of general application applicable in the Slovak Republic set a different, shorter or longer term. If the Consumer does not inform the Bank in writing prior to the proposed effective date that the Client does not accept the changes, the new text of the Bank's GBC, or specific business conditions, shall, on the effective date of the Bank's GBC, or specific business conditions, become binding for the concluded contractual relationship, as a change to its originally agreed conditions. If the Consumer does not agree to changes in the Agreement (including changes to the GBC or specific business conditions), the Client has the right to immediate termination of the Agreement free of charge. This right must be exercised prior to the proposed effective date of those changes. In the case of exercising the right to immediate termination of the Agreement, receivables of the contracting parties become immediately payable and shall be settled in accordance with the Agreement and applicable law. If the Consumer does not consent to the proposed changes to the contractual relationship though fails to terminate the contractual relationship in time prior to the proposed effective date of the changes, the Contract shall be governed by the amended wording of the Bank's GBC, or specific business conditions. For the Non-Consumer changes to the GBC and specific business conditions shall become binding on the day of proposed effective date. A change to contractual documentation that does not alter the rights and obligations of the contracting parties, and that expresses only a legislative-technical

adjustment to the Agreement, shall not be considered an amendment to the Agreement and in the case of such adjustment the Bank is not subject to specific obligations connected with notification of unilateral changes, and the Client's right to immediate termination of the Agreement free of charge is precluded.

- 3.6.8 These GBC replace the General Business Conditions effective as of 1. 11. 2021 and enter into force and effect on 20. 07. 2022, except where these GBC specify otherwise in the case of relevant points of the GBC.

**Table 1**

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 a SEPA Direct Debit	no	yes	no	no	no
	SEPA Direct Debit Agreement	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 payments	yes	yes	no	yes	yes
	Express Cross-Border Payment	yes	yes***	no	yes	yes
* enter to the field the note for the bank „TGT“						
** enter to the field the purpose of the payment „URGP“						
*** enter to the field the note for the bank „URGP“						
**** enter via cross-border payment form to the field further instructions for bank „TGT“						