

# GENERAL BUSINESS TERMS AND CONDITIONS FOR THE PERFORMANCE OF BANKING DEALS

**UniCredit Bank**

**Czech Republic and Slovakia, a.s.,  
pobočka zahraničnej banky**

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## ARTICLE 1

### SCOPE AND EFFECTIVENESS OF THE GENERAL BUSINESS TERMS AND CONDITIONS FOR THE PERFORMANCE OF BANKING DEALS AND PRODUCT TERMS AND CONDITIONS

1. These General Business Terms and Conditions for the Performance of Banking Deals are issued by UniCredit Bank Czech Republic and Slovakia, a.s., with its registered office at Želetavská 1525/1, 140 92 Prague 4 – Michle, Czech Republic, Company Registration No. 649 48 242, registered in the Companies Register of the Municipal Court in Prague, Section: B, File No. 3608, organizačná zložka: UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancova 1/A, 813 33, Bratislava, Company Registration No. 47 251 336, registered in the Companies Register of Municipal Court Bratislava III, Section Po, File No. 2310/B (hereinafter referred to as the “**General Business Terms and Conditions**” and the “**Bank**”). The Bank provides services in the Slovak Republic through a foreign bank branch based on a single banking permit under the law of the European Union through notice of the Czech National Bank No. 2013/5785/570 of 20 May 2013 and notice of the conditions for operation of a branch of a foreign bank on the territory of the Slovak Republic based on a single banking permit of the National Bank of Slovakia No. OBD-5659/2013 of 4 July 2013.
2. These General Business Terms and Conditions define part of the content of contractual relationships between the Bank and individuals - non-entrepreneurs (hereinafter referred to as the “**Client - Consumer**”), individuals - entrepreneurs, legal entities and other subjects of law (hereinafter referred to as the “**Client - Non-Consumer**” and the Client - Consumer and the Client - Non-Consumer hereinafter jointly referred to as the “**Client**”) concerning banking deals or which are established in relation to the bank services provided, and they also apply to all negotiations on the conclusion of such contractual relationships from the time they first become part of any agreement between the Bank and the Client that refers to these General Business Terms and Conditions.
3. The General Business Terms and Conditions are valid until all receivables arising between the Bank and the Client have been settled in full, in the version valid at the time of the establishment of the contractual relationship, unless changed pursuant to Article 3 of the General Business Terms and Conditions.
4. In addition, the Bank issues, insofar as it deems it expedient, special terms and conditions which, for individual products and services, supplement the terms and conditions set out in the General Business Terms and Conditions or regulate a particular issue differently (hereinafter referred to as the “**Product Terms and Conditions**”). In the Product Terms and Conditions, the Bank shall, as a rule, regulate in more detail the terms and conditions for maintaining accounts and accepting deposits, the terms and conditions for providing payment services, the terms and conditions for issuing means of payment and the terms and conditions for providing credit products for individual client segments. The validity of the Product Terms and Conditions is covered by the respective Product Terms and Conditions.
5. In the contractual relationship between the Bank and the Client relating to a specific transaction or service, in the event of a conflict between the relevant agreement, the relevant Product Terms and Conditions and the General Business Terms and Conditions, the provisions contained in the relevant agreement shall prevail, followed by the provisions contained in the Product Terms and Conditions, if any, and finally the provisions contained in the General Business Terms and Conditions.
6. If any provision of the General Business Terms and Conditions, the Product Terms and Conditions or the contractual relationship is or becomes invalid or ineffective or is disregarded as a matter of law, this shall be without prejudice to the validity, effectiveness or legal correctness of the remaining provisions. The Bank and the Client shall use their best endeavours to enter into an agreement to replace such invalid or ineffective provision which is disregarded with a provision which, as far as possible, corresponds to the meaning and purpose of the original provision.
7. The Bank shall publish and make available the General Business Terms and Conditions and the Product Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) and any modification thereof, including the full version thereof, on its website, at the Bank’s points of sale and send the same to the Client via its electronic services (Online Banking, Smart Banking) and in electronic form to the e-mail address notified by the Client, subject to the terms and conditions set out in these General Business Terms and Conditions (hereinafter referred to as the “**Publication**”). At any time during the term of the contractual relationship with the Bank, the Client has the right to request that the Terms and Conditions be provided in paper or electronic form.
8. These General Business Terms and Conditions shall enter into force from **1 April 2023** and supersede the General Business Terms and Conditions for the Performance of Banking Deals effective from 29 December 2020 in their entirety until the effect of these General Business Terms and Conditions.

## ARTICLE 2

### BANK’S POINTS OF SALE

1. The Bank concludes agreements on banking deals through distribution channels, which are the Bank’s business premises (hereinafter referred to as the “**Bank’s point of sale**”), means of remote communication and contractual partners outside the Bank’s point of sale, under the terms and conditions specified in the relevant Product Terms and Conditions or the relevant agreement.

2. At some of the Bank's points of sale, the range of services or products offered may be limited or a service may be excluded altogether. The Client shall be appropriately notified of such limited scope of services provided, in particular at the Bank's point of sale concerned or on the Bank's website. In the same way, the offer of certain products and services may be limited in other distribution channels.
3. If the Bank decides to close down an existing Bank's point of sale, the Bank shall announce this fact by written notice at the Bank's point of sale concerned and on the Bank's website, generally not less than 30 days prior to the change; in the notice, the Bank shall indicate to which Bank's point of sale the banking activities of the closed Bank's point of sale shall be transferred.

### ARTICLE 3

#### UNILATERAL AMENDMENT TO THE TERMS AND CONDITIONS AND CONTRACTUAL RELATIONSHIPS

1. The Bank reserves the right, for a serious objective reason, to unilaterally change the interest rate or the amount of fees payable by the Bank or the Client - Consumer on the basis of an agreement concluded for a definite period of time or the price list of banking services for the relevant client segment (hereinafter referred to as the "**Price List**"). The Bank undertakes to inform the Client - Consumer in writing of the change according to the previous sentence, of the serious objective reasons for the change and of the Client - Consumer's option to terminate the agreement concluded for a definite period of time to which the change relates, at least 2 months before the change takes effect. The Client - Consumer shall be entitled, upon receipt of the notice of the change, to terminate such agreement free of charge and with immediate effect for a definite period of time, no later than the day preceding the effective date of the change. If the Client - Consumer does not terminate the agreement concluded for a definite period of time before the effective date of the change under this clause, the Client - Consumer shall be deemed to have accepted the change.
2. The Bank reserves the right to unilaterally change the contractual terms and conditions of the agreement concluded for an indefinite period of time, including the Terms and Conditions referred to by such an agreement or the fees referred to in such an agreement or the Price List. The Bank undertakes to inform the Client - Consumer in writing of the change according to the previous sentence and of the option to terminate, for this reason, the agreement concluded for an indefinite period of time whose terms and conditions change, at least 2 months before the change takes effect. The Client - Consumer shall be entitled, upon receipt of the notice of the change, to terminate such agreement free of charge and with immediate effect for a definite period of time, no later than the day preceding the effective date of the change. If the Client - Consumer does not terminate the agreement concluded for an indefinite period of time before the effective date of the change under this clause, the Client - Consumer shall be deemed to have accepted the change.
3. Without prejudice to the provision of clause 1 of this Article, the Bank is entitled to change other contractual terms and conditions of the agreement for a definite period of time, including the Terms and Conditions and the Price List to which such an agreement refers, namely due to:
  - a) a change in legislation resulting in the need to change the contractual terms and conditions,
  - b) a change in the technical or procedural rules applied in the provision of banking deals, which are caused by objective circumstances,
  - c) to ensure greater security and protection of the Client in the provision of banking deals, in relation to the contractual terms and conditions in question,

The Bank undertakes to inform the Client - Consumer in writing of a change in the terms and conditions of the agreement concluded for a definite period of time, including the Terms and Conditions and the Price List to which such agreement refers, at least 2 months before the change takes effect. The Client - Consumer shall be entitled, upon receipt of the notice of the change, to terminate such agreement free of charge and with immediate effect for a definite period of time, no later than the day preceding the effective date of the change. If the Client - Consumer does not terminate the agreement concluded for a definite period of time before the effective date of the change under this clause, the Client - Consumer shall be deemed to have accepted the change.

4. No reason shall be required for changes pursuant to clauses 1 to 3 of this Article in favour of the Client - Consumer and the Bank shall inform the Client - Consumer of such change no later than without undue delay after the change has been made, and such change shall not entitle the Client - Consumer to terminate the contractual relationship.
5. The Bank and the Client - Non-Consumer have agreed that the Bank is entitled to unilaterally change the agreement concluded with the Client - Non-Consumer for a definite and/or indefinite period of time, including the Terms and Conditions and the Price List to which this agreement refers, and to inform the Client - Non-Consumer of the proposed change at least 15 days before the change takes effect by Publication.
6. In the event that the rights and obligations of the parties under the Terms and Conditions are changed as a direct result of a change in legislation, the wording of which cannot be derogated from contractually, the provisions of this Article shall not apply. In such a case, the Terms and Conditions shall be changed directly by the effective date of the legislation in question, and the Bank shall inform the Client of such change accordingly and it shall amend and publish the relevant texts of the Terms and Conditions that are affected by the change in legislation without undue delay.

## ARTICLE 4

### LANGUAGE OF LEGAL DOCUMENTS

1. The General Business Terms and Conditions and other documents related to banking services provided by the Bank to the Client may be drawn up (signed) or later translated into foreign languages. Unless otherwise agreed in a particular case, the Slovak language shall be the governing language and the governing document shall be in the Slovak language. If there is no Slovak version of the document, the Bank shall determine the governing language.
2. If, at the Client's request, a document is drawn up in a language other than Slovak, the Client is obliged, at the Bank's request, to arrange for its officially certified translation into Slovak at the Client's own expense.

## ARTICLE 5

### CLIENTS

1. When concluding the contractual relationship and at any time during the contractual relationship, the Client is obliged to submit to the Bank, upon its request, papers and documents proving the creation and existence of the Client - Non-Consumer or proving the identity of the Client - Non-Consumer or the Client's representative.
2. The Client is always obliged to submit valid documents and documents in the form specified by the Bank, while extracts and copies from the relevant registers (e.g., the Companies Register or the Trade Register) must be submitted by the Client in a copy generally not older than 3 months from the date of issue. If the Bank doubts the validity of the submitted documents due to their outdatedness or for other reasons, the Bank is entitled to reject such document.
3. The Bank shall be entitled to require official certification of the signature of the Client or the Client's representative, or it may verify the identity of the person itself, or it may accept other certification made in a form and by persons accepted by the Bank instead of official certification of the signature.
4. Upon the Bank's request, the Client shall ensure the execution of the Apostille clause (pursuant to the Hague Convention of 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents) on a document that has been issued or whose authenticity has been authenticated abroad, or, alternatively, shall ensure a higher authentication (the so-called super-legalization) of such a paper or document.
5. The Bank is not obliged to accept a document drawn up in a language other than Slovak or Czech.
6. Before entering into a contractual relationship that gives rise or may give rise to a monetary obligation of the Client to the Bank and at any time during the term of such contractual relationship, the Client shall, at the Bank's request, submit documents to assess the Client's ability to repay the loan. Unless otherwise specified by the Bank, documents under this clause may not be older than 30 days from the date of issue.
7. The Client entering into a business relationship with the Bank is obliged to submit to identification and verification of identification as well as to provide other additional information requested by the Bank prior to entering into a banking deal and whenever so requested by the Bank during the term of the banking deal. The identification and verification of the Client's identification as well as the ascertainment of other information concerning the Client, persons acting on the Client's behalf or persons controlling the Client are carried out by the Bank mainly on the basis of the requirements of the Act on Banks, the Act on the Protection against the Legalisation of Proceeds of Crime and on the Protection against the Financing of Terrorism, as well as the Act on the Automatic Exchange of Information on Financial Accounts for Tax Administration Purposes. Persons cooperating with the Bank may also perform Client identification and related activities for the Bank if they have been authorised in writing by the Bank to do so.
8. For the purpose of identification and verification of the Client's identification by the Bank in legal transactions performed remotely via telecommunication or electronic devices, the Client uses customised security tools. Customised security tools are non-transferable to another person and the Client is obliged to take such measures to prevent their disclosure or access to third parties. The Bank shall have the right to change or introduce new elements of the customised security tools or to replace them completely, about which it shall inform the Client in an agreed manner.
9. The Client is obliged to notify the Bank in writing or in another form specified by the Bank of the facts that link the Client to other entities in an economically related group within the meaning of the relevant legislation, or that would make the Client a person who has a special relationship with the Bank under the provisions of the Act on Banks.
10. The Client is obliged to notify the Bank in writing or in any other appropriate form specified by the Bank of changes in the data notified to the Bank when concluding the contractual documentation or when establishing security for the Bank's receivables or data notified subsequently, and always without undue delay after such a change has occurred. In particular, the Client is obliged to immediately notify the Bank of changes in the Client's name (business name) or name and surname, address of registered office or residence, changes in the composition of the statutory body and changes in the persons authorised to act on behalf of the Client.

## ARTICLE 6

### CLIENT'S MANNER OF PROCEDURE

1. The Client acts with the Bank either in person or by a representative acting on the Client's behalf.
2. If a representative acts for the Client on the basis of a power of attorney, the Bank is entitled to require that the authenticity of the Client's signature on the power of attorney be officially verified or that it be verified in another manner accepted by the Bank in a specific case and that the scope of the power to act as a representative be sufficiently and comprehensibly specified in the power of attorney (special power of attorney).
3. If the Bank has any doubts as to who is authorised to act for the Client, the Bank is entitled to refuse the Client's orders (instructions) or performance in favour of the Client until such time as the authorisation and the manner of procedure for the Client has been reliably proven to the Bank.
4. The Client is obliged to notify the Bank in writing or in any other appropriate form specified by the Bank of the revocation, partial revocation or any change in the power of attorney under which the Client's representative acts with the Bank. The Bank shall not be liable for the consequences arising from a breach of the Client's notification obligation under the preceding sentence.
5. The Bank shall be entitled not to follow an instruction or other order of the Client if it has reason to doubt its legitimacy or validity, if it has reason to believe that it does not have all the requisites or if, as a result of such action by the Bank, a legal regulation may be violated. The Bank shall inform the Client without undue delay of the refusal of the Client's order or instruction for the reasons under the preceding sentence.

## ARTICLE 7

### FORMATION, CHANGES AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP

1. Unless otherwise provided in the agreement or the Terms and Conditions, an agreement or obligation between the Bank and the Client may only be created, changed or cancelled in writing in paper form. This also applies in cases where the written form is not required by law. Unless the Bank specifies otherwise or it is agreed otherwise, legal acts in other than written form are not binding on the Bank. The Bank excludes acceptance of a proposal to enter into a contract or agreement with any amendment, reservation or other change made by the Client; the Client's response to a proposal with an amendment, reservation or other change shall not be deemed to be an acceptance of the Bank's proposal, but a new proposal.
2. By accepting the General Business Terms and Conditions, the Client agrees that the Bank is entitled to assign any of its receivables from the Client to a third party, but always under the conditions specified by law.
3. The Client is not entitled to assign or pledge any of his/her receivables (including receivables from the account) from the Bank without the Bank's express consent, nor is he/she entitled to transfer the rights and obligations under the agreement with the Bank to a third party without the Bank's express consent.
4. Before the termination of the contractual relationship, the Client is obliged to release the Bank from all obligations and liabilities accepted (assumed) by the Bank on the Client's behalf or at the Client's order, including guarantees. If such release is not legally possible to the satisfaction of the Bank, the Client is obliged to provide the Bank with sufficient security at the Bank's request.
5. Unless otherwise stated in the law, in the agreement with the Client or in the Terms and Conditions, the Bank and the Client are entitled to terminate the mutual agreement in writing without stating any reason with a one-month notice period. On the last day of the notice period, the Parties shall settle their mutual obligations arising from the terminated agreement. If the Bank incurs extraordinary costs in connection with the termination of the agreement, the Bank shall inform the Client - Non-Consumer of such costs in advance and the Client - Non-Consumer shall be obliged to reimburse the Bank for such costs calculated by the Bank upon the Bank's request.
6. The Bank is entitled to withdraw from the agreement with the Client also if
  - a) the Client has materially breached the agreement with the Bank, or
  - b) the termination of the business relationship is imposed by the valid generally binding legal regulations regarding prevention of the legalisation of proceeds of criminal activity and terrorist financing or in the case of violation of obligations or application of restrictions resulting from the generally binding legal regulations on the implementation of international sanctions, or
  - c) or, due to the Client's person or the nature of the transactions carried out by the Client, the continuation of the contractual relationship could seriously jeopardise or damage the reputation or good name of the Bank or if the Client commits such an act which results in a serious breach of trust between the Client and the Bank (including the initiation of a lawsuit or other litigation with the Bank, denial of the validity of an agreement between the Client and the Bank, knowingly making false statements to the Bank, lack of cooperation with the Bank, misuse of the Bank's business name on social media or other attacks in any form on the Bank or its employees, etc.), or
  - d) the Client or the persons directly or indirectly controlling the Client (hereinafter jointly referred to as the "responsible persons") are included, during the term hereof, in the sanction lists or other similar lists (hereinafter jointly referred to as the "sanction lists") issued by (i) the European Union or any of its Member States, (ii) the United States of America, (iii) the United Nations Organisation, (iv) the Slovak Republic, or (v) the Czech Republic (hereinafter jointly referred to as the "authorised persons"), or

- e) the authorised persons (otherwise than by inclusion in the sanction lists) publicly declare sanctions against the responsible persons, or
- f) the payment granted by the Bank to the Client or the person designated by the Client in the name and for the account of the Client is used, directly or indirectly, in favour of a third person (i) included by the authorised person in the sanction lists, or (ii) towards which the authorised person declared sanction.

The notice of withdrawal shall be in writing, if the agreement is in writing, and shall state the reason for withdrawal. The agreement shall terminate with effect for the future on the date of receipt of the notice of withdrawal by the Client, unless the Bank specifies otherwise in the notice of withdrawal. All outstanding receivables of the Bank shall become due and payable on the business day following the day on which the Client receives the notice of withdrawal.

7. As a rule, the conclusion of an agreement with the Client or the execution of a transaction thereunder is subject to obtaining the necessary approvals in accordance with the Bank's Rules of Competence and signing the relevant contractual documentation. The Bank reserves the right not to enter into an agreement with the Client at any stage of the negotiations on the agreement, especially if the necessary internal consents and approvals are not obtained. The Bank is not obliged to notify the Client of the reasons for not concluding the agreement or not executing the transaction, unless a special regulation stipulates otherwise.

## ARTICLE 8

### FEES AND REIMBURSEMENT OF COSTS

1. Unless otherwise agreed with the Client, the Bank's right to fees or other remuneration for the services provided (hereinafter referred to as the „fees“) shall be governed by the Price List as in force at the time of formation of the respective contractual relationship, unless changed.
2. The Bank may issue one Price List divided into several parts, which regulate the fees applicable to individual client segments of the Bank or the Bank shall issue separate Price Lists for each of the segments. The Bank determines the Client's affiliation to a particular client segment and notifies the Client of the same at any time upon request. The Bank Publishes the Price List. At any time during the contractual relationship with the Bank, the Client has the right to request that the Price List be provided in paper or electronic form.
3. In addition to the fees, the Client shall, at the Bank's request, reimburse the Bank for its costs incurred in connection with the provision of the service, i.e., in particular fees or costs of other domestic and foreign banks and institutions for payment services, payments for legal services procured for the Client on the Client's account, communication and postage costs (up to a maximum of the actual cost of such services), except in situations where the reimbursement of such costs is forbidden by law. The Bank is entitled to bill the Client for the costs incurred also in an aggregate or lump sum amount, in the amount determined in accordance with the Price List. The Bank shall notify the Client in advance of any additional costs that may arise in connection with the service provided. If the Client insists on the provision of the service in spite of the notice, he/she assumes the obligation towards the Bank to pay the additional costs, if any.
4. Unless the payment of fees or reimbursement of expenses incurred in connection with the provision of a service by the Bank to the Client is specifically negotiated or specified by the Price List, such fees or reimbursement of expenses shall be payable on demand by the Bank.
5. Fees charged to an account that is denominated in a currency other than the currency of the fee shall be converted into the currency of the account at the Bank's spot exchange rate „foreign exchange buy rate“ in effect on the day the fee is settled.

## ARTICLE 9

### PAYMENT OF BANK'S RECEIVABLES, OFFSET AND LIMITATION

1. In order to pay the Client's obligations to the Bank, the Client is obliged to make sure it has sufficient funds on the Client's current account or on another agreed account in due time. If, after the conclusion of the agreement between the Bank and the Client, circumstances change to such an extent that performance under the agreement becomes more difficult for the Client, this does not alter the fact that the Client is obliged to meet the originally agreed obligation, unless the law, the Product Terms and Conditions or the agreement between the Bank and the Client stipulates otherwise.
2. The Bank shall be entitled to debit the Client's account with the relevant sums of money for the purpose of payment of the Client's payable obligations to the Bank. Details shall be set out in the individual Product Terms and Conditions.
3. Individual sums of money for the payment of the Client's payable obligations to the Bank are debited by the Bank from the Client's account, as a rule, in the order in which they fall due. If the available balance of funds on the account together with other funds of the Client provided to the Bank are not sufficient to cover all the due obligations, in case both principal and interest are owed, the Civil Code provides that the borrower's payment shall be offset first against the principal and then against the interest, and according to the Commercial Code, first against the interest and then against the principal, in both cases unless the borrower specifies otherwise in writing. The Bank shall not be liable for any damage incurred by the Client as a result of non-transferred payments due to lack of available funds on the account.
4. The procedures under clauses 1 to 3 of this Article shall also be applied if a specific contractual relationship between the Bank and the Client ends or if there is a serious reason indicating the Client's possible inability to fulfil its obligations to the Bank.
5. The procedure under clauses 1 to 3 of this Article is without prejudice to the Bank's right to demand payment of a contractual penalty if it has been agreed in the relevant contractual documentation concluded between the Bank and the Client and if the conditions for its application have been met. The exercise of a claim for payment of a contractual penalty under the Terms and Conditions or under any contractual

relationship between the Bank and the Client is without prejudice to the Bank's right to compensation for damage incurred by the Bank as a result of a breach of the obligation to which the contractual penalty relates.

- Without a prior consent of the Bank, the Client - Non-Consumer is not entitled to unilaterally offset any of its monetary receivables from the Bank against the Bank's receivables from the Client - Non-Consumer, regardless of their currency, maturity or the legal relationship from which they arise. The Client - Consumer is entitled to unilaterally offset its monetary receivables from the Bank against the Bank's receivables from the Client - Consumer, provided that it informs the Bank of such offset in writing in advance and, at the same time, provided that the receivables are not disputed.
- If the Client's obligation is not paid duly and on time, the Bank shall be entitled to charge interest on later payment on the principal amount due, in addition to the agreed interest rate, from and including the date of delay up to and including the day preceding the date of full payment of the amount due. Interest on late payment shall be payable at the rate agreed in the relevant agreement. Interest on late payment shall be due on a daily basis. The Bank is entitled to charge interest on late payment at any time in full for the entire period of delay.

## ARTICLE 10 SECURITY

- If the nature of the banking service provided implies the possibility of the Client incurring a monetary debt to the Bank, the Bank is entitled at any time during the term of the contractual relationship to require the provision of security or additional security to secure the Client's current, future or contingent monetary obligations. The Client is obliged to provide security or additional security in the form, quality and value specified by the Bank. The Bank shall be entitled to require security for any future or contingent monetary obligations of the Client to the Bank as a condition of its payment in favour of the Client.
- The Bank is entitled, if it detects a deterioration in the quality or value of the security, or in accordance with the applicable legislation by which the Bank is bound when valuing the security, to request from the Client, and the Client is obliged to arrange, even repeatedly, without undue delay and at its own expense, a valuation of the security by an expert selected from a list maintained by the Bank or by another expert who has been approved in advance by the Bank. The valuation of the security may also be performed by the Bank. If the Client is inactive, the Bank is entitled to carry out the valuation of the security itself or to arrange the valuation at the Client's expense from a third party. In justified cases, the Bank is entitled to arrange a review (control) valuation of the security at the Client's expense. If the valuation or control valuation of the security is carried out by the Bank, the Client is obliged to pay the costs of the valuation or control valuation to the Bank at the Bank's request.
- Any costs incurred in connection with the creation, administration or execution of the security (e.g., storage, custody, insurance premiums, brokerage commissions, etc.) shall be borne by the Client.

## ARTICLE 11 BANKING SECRECY AND PERSONAL DATA PROTECTION

For the purposes of this Article, the following capitalised terms shall have the following meanings:

**UniCredit Group** - all persons who have an ownership interest in the Bank in excess of 25% of the share capital and, in addition, all persons in which any person referred to in the preceding part of the sentence has a direct or indirect ownership interest in excess of 25% of the share capital and, if the relevant person does not create the share capital, in excess of 25% of the voting rights. UniCredit Group further includes all persons in which the Bank has a direct or indirect ownership interest in excess of 25% of the share capital and, to the extent that the relevant person does not create share capital, in excess of 25% of the voting rights.

- The Bank guarantees the preservation of banking secrecy and the protection of legally protected data in accordance with applicable legislation and the agreement with the Client, even after the termination of the contractual relationship. The Client acknowledges the Bank's authority and obligation to provide information to third parties to the extent and under the conditions specified by law. Beyond the scope specified by law, the Bank is entitled to provide information to third parties in accordance with these General Business Terms and Conditions; furthermore, the Bank is entitled to disclose to third parties, under the terms and conditions agreed with the Client, such banking information which the Client has consented to disclose.
- The Client acknowledges that the information concerning the Client (including the Client's full identification or the identification of persons acting on the Client's behalf) and subject to banking secrecy, personal data protection or other legal protection, may be disclosed to persons involved in the business or methodological management of the Bank, to the Bank's employees, to persons cooperating with the Bank for the purpose of fulfilling their contractual or legal obligations, including the exercise of rights and obligations arising from agreements concluded with the Client for individual banking transactions, to personal data controllers or their employees, to persons authorised under other legal regulations (e.g., banking supervisory authorities, including banking supervisory authorities in the countries where the persons included in UniCredit Group are seated), persons included in UniCredit Group and persons operating the relevant interbank information systems, in particular for the purposes of performance of the agreement with the Client, for the purposes of risk protection of the Bank and UniCredit Group, for reporting, auditing, internal control and related purposes. This data may also be disclosed to other persons following the Client's specific consent.
- The Client acknowledges that the Bank may disclose information concerning the Client and subject to bank secrecy or other legal protection, also when negotiating an assignment of a receivable from the Client or a part thereof to a third party, an assignment of an agreement with the Client or a part thereof to a third party, including a syndicated loan agreement, or in other business cases concerning the Client.



4. The Client acknowledges that communication between the Client and the Bank regarding the services provided may be recorded by technical means enabling its recording, preservation and reproduction and that these records of communication may be used, to the extent necessary, to clarify any disagreements and as evidence in proceedings before courts or administrative authorities and in criminal proceedings or where the Bank deems it necessary for the protection of its legitimate interests.
5. The Client agrees that the Bank may disclose information and documents constituting the subject of banking secrecy within the meaning of the Act on Banks to tied financial agents performing financial intermediation for the Bank.
6. The Bank processes Clients' personal data to the extent that it is provided to the Bank by Clients for various products. The Bank may process the Client's personal data concerning the Client's creditworthiness and trustworthiness to the extent that the Bank receives them from banking, credit or other registers in accordance with current legislation or the Client's consent.
7. The Bank processes Clients' personal data both automatically and manually, either by itself or through controllers (processors) with whom it has concluded an agreement on processing personal data in accordance with current legislation. The list of processors entrusted by the Bank with the processing of personal data is published on the Bank's website.
8. The provision of the Client's personal data to the Bank is voluntary. Under the Act on Banks and the Act on the Protection against the Legalisation of Proceeds of Crime and on the Protection against the Financing of Terrorism, the Bank is obliged to collect, process and store personal data about the Client to the extent specified in these laws for the purposes set out in these laws; the Client's provision of this range of data pursuant to these laws is a condition for the execution of banking deals and the provision of the Bank's services.
9. Detailed information on the processing of personal data and data subject to banking secrecy is contained in the document Personal Data Processing Information, which is published on the Bank's website.
10. The Client is obliged to prove the truthfulness of the data provided to the Bank at any time at the Bank's request and in the form required by the Bank.
11. The Client's consent to the disclosure of information constituting the subject of banking secrecy shall be valid for the duration of the contractual relationship with the Bank and after its termination for the period specified by generally binding legal regulations, unless a different duration is agreed with the Client in the specific consent.

## ARTICLE 12 LIABILITY

1. Unless otherwise provided by law, the Terms and Conditions or a specific agreement, the Bank is liable only for actual damage caused by its intent or gross negligence. The Bank is not liable for lost profits and non-pecuniary damage.
2. In the absence of special arrangements, the Bank does not assume any obligations other than those specified in the Terms and Conditions or in the specific contractual arrangement or which arise from mandatory statutory provisions.
3. In the case of provision of services via public communication networks of telecommunication companies, post offices or any other entity not controlled by the Bank, the Bank shall not be liable for damage resulting from misuse of the transmitted information, due to faulty processes, technical defects, system malfunctions, illegal activities or other shortcomings and errors on the part of the providers of these services.
4. The Bank shall not be liable for damage caused by the unlawful act of the Client or a third party (e.g., if a forged document has been submitted to the Bank or the Bank has been misled otherwise), except for damage caused by the Bank's gross negligence.
5. The Bank shall not be liable for the consequences of the Client's decisions and procedures, even if they are made with reference to the Bank's opinion, unless a specific regulation stipulates otherwise. The Bank is not responsible for the Client's business or for the purpose of the use of the funds provided by the Bank.
6. The Bank shall not be liable for damage caused by its failure to act in accordance with an instruction or other legal act of the Client if it had reason to believe that such instruction or other act did not have all the necessary requirements or if, as a result of its action, a legal regulation could be violated.
7. The Bank shall not be liable for any damage arising as a result of the Client's failure to notify the Bank in due time of the termination of the representative's right to act on the Client's behalf.
8. The Bank shall not be liable for damage resulting from the Bank's failure to learn in due time about the limitation of legal capacity or other limitations on the part of the Client or on the part of persons authorised to perform legal acts on behalf of the Client.
9. The Bank is not obliged to instruct the Client, unless such obligation is stipulated by a special regulation, about the exchange rate risk or other possible consequences of payment operations or other banking transactions carried out by the Client or about the value of the items handed over to the Bank for safekeeping. Even in these cases, the Bank is not liable for the consequences of the Client's decisions and for the consequences of the procedures chosen by the Client.
10. For reasons of special consideration, the Bank is entitled to restrict or close the premises of its points of sale for a necessary period of time. As a rule, the Bank shall inform the Clients of such reasons in advance, where possible. The Bank shall not be liable for any damage suffered thereby by Clients.

## ARTICLE 13

### METHOD OF COMMUNICATION, SERVICE, COMPLAINTS

1. The Bank and the Client communicate in person, usually at the Bank's point of sale, in writing (electronically or in paper form) or by telephone. Unless otherwise specified in the Terms and Conditions or in the agreement, any legally significant communication between the Bank and the Client shall be in writing, and
  - a) the Client does so electronically using a qualified electronic signature or in paper form, to the address of the Bank's registered office; and
  - b) the Bank does so preferably in electronic form to the e-mail address communicated by the Client to the Bank for this purpose, or in paper form to the last correspondence address communicated by the Client.
2. The Bank generally serves documents relating to the obligations between the Bank and the Client in person at the Bank's point of sale or through a postal company or courier service to the last correspondence address notified by the Client. The Bank may also serve documents by electronic mail to the Client's mailbox, which the Client has notified to the Bank for this purpose at the conclusion of the agreement or at any later time. If the Client does not wish to receive documents by electronic mail, the Client is entitled to notify the Bank of the Client's disagreement at any time. Furthermore, the Bank is entitled or, in cases where the Bank is obliged to do so by law, the Bank is obliged to use the text message (SMS) format for the purpose of sending important notices, alerts or information.
3. As a rule, the Client shall serve documents relating to the obligations between the Client and the Bank in person at the Bank's point of sale where the Client has concluded the relevant agreement or by means of a postal company or courier service to the address of the Bank's point of sale where the Client has concluded the relevant agreement or the Bank's registered office.
4. If there is a change in the contact details for service, which the Client notified to the Bank at the formation of the contractual relationship with the Bank, the Client is obliged to notify each such change separately for each banking deal concluded with the Bank. For the duration of the contractual relationship with the Bank, the Client is responsible for the accuracy and timeliness of the information and data as well as the Client's contact details for service. In the event that the Client does not notify the Bank of a change in information and data as well as contact details, the service and notification made to the Bank's last known address, e-mail address or to the last known telecommunication number shall be deemed to have been duly made.
5. Unless a special law stipulates otherwise or unless the agreement between the Bank and the Client or another entity authorised to receive documents from the Bank stipulates otherwise, the document shall be deemed to have been served:
  - a) when served by ordinary mail, upon reaching the Client, which shall be understood as the Client's correspondence address specified by the Client in accordance with clauses 2 and 4 of this Article;
  - b) when a document is served to the Client's e-mail box, upon the document reaching the mailbox (to the e-mail address) specified by the Client in accordance with clauses 2 and 4 of this Article;
  - c) on the date of refusal to accept the document, confirmed by the carrier, if the Client refuses to accept the document served;
  - d) in the case of service by registered mail, on the day of its receipt by the Client or on the business day following the day of deposit of the registered mail at the post office, if the Client at the correspondence address specified by the Client in accordance with clauses 2 and 4 of this Article, did not receive the document served by post in the form of registered mail, the deposit of which at the post office has been notified to the Client by the postal carrier.
6. Failure to serve expected documents of any kind, the service of which is provided for in the agreement concluded between the Bank and the Client or in the Terms and Conditions, the Client - Non-Consumer is obliged to notify the Bank, without undue delay after the expiry, of the period within which the notification should have been served by post. The Bank shall not be liable for any damage caused by the failure to serve the document.
7. The provisions of the special agreements concluded between the Bank and the Client which regulate the rules for electronic communication, if any, shall prevail over the provisions of this Article.
8. If the Bank is to be informed of a certain event in advance, the Client is obliged to provide the Bank with the relevant information at least 30 days before the decisive event, if possible under the circumstances; otherwise, without undue delay after becoming aware that such an event will occur. If the Bank is to be informed subsequently, then the information must be provided without delay after the relevant facts have been ascertained.
9. The Client is obliged to claim any defect found with the Bank, in writing or in another form accepted by the Bank, without undue delay after receipt of the document from which the claimed fact arises or after receipt of information in another form, within the time limit specified in the received document or in the Bank's Rules of Complaints. If the Client does not lodge a complaint within the specified time limits, it shall be deemed that the Client does not object to and agrees with the data and information communicated by the Bank. The Bank published the Rules of Complaints on its website and at the Bank's point of sale.

## ARTICLE 14

### CURRENCY OF THE OBLIGATION AND BANKING DAY

1. Where references are made in the agreement or the Terms and Conditions to any monetary limits in the euro, and unless the context otherwise requires, such limits shall apply by analogy to other currencies, provided that the „mid-point“ exchange rate announced by the Bank on the date of the relevant transaction or on the date on which the Bank assesses compliance with the specified limit is used to convert the equivalent amount of the limit for the foreign currency.

2. If the currency of the deal is the euro, then a banking day is a day on which banks in the Slovak Republic carry out banking business within the scope of their authorisation, or carry out other activities and provide other services within the scope of their business, and this day is not a day off work or a day of rest in the Slovak Republic. Banking days do not include e.g.: days off work or state-recognised holidays in the Slovak Republic, public holidays and days that the Bank Publishes as non-business days.
3. The following rules apply to the execution of currency conversions by the Bank for the Client, unless otherwise agreed:
  - a) if the Bank carries out currency conversion from a foreign currency into the euro, the conversion shall be carried out using the spot rate „foreign currency purchase“ (for non-cash conversion) or „currency purchase“ (the „cash“ rate for the deposit of foreign currency cash into an account maintained in the euro currency or for foreign currency exchange operations) as announced by the Bank;
  - b) if the Bank carries out currency conversion from the euro to a foreign currency, the conversion shall be carried out using the spot rate „foreign exchange sale“ (for non-cash conversion) or „currency sale“ (for withdrawal of foreign-currency cash from an account held in another currency or for exchange operations with foreign currency) announced by the Bank;
  - c) if the Bank carries out currency conversion of funds from one foreign currency into another foreign currency (foreign exchange/currency purchase or sale), the conversion shall be carried out using the spot cross-currency exchange rate determined by the Bank on the basis of the exchange rates referred to in points a) and b) of this Article;
  - d) the spot rate is the rate according to the Bank's rate list valid on the effective date of the relevant payment order involving currency conversion or at the time of execution of the transaction involving currency conversion.
4. The rate list is published on the Bank's website and at the Bank's points of sale.

## ARTICLE 15 DETERMINATION OF AN ALTERNATIVE REFERENCE RATE

For the purposes of this Article, the following capitalised terms shall have the following meanings:

**Loan Agreement** - any agreement for the temporary provision of funds to the Client for consideration or any agreement in connection with which such funds will be provided.

**Interest Period** - the period of time specified in the Loan Agreement or in the manner specified therein during which Interest is charged by the Bank, at the end of which the relevant Interest is payable and which is normally followed by the next Interest Period.

**Interest Rate** - the rate used to calculate Interest or Interest on Late Payment, the amount and method of determination of which is specified in the Loan Agreement or the Product Terms and Conditions.

**Interest** - the funds which the Client is obliged to pay to the Bank on the outstanding principal amount of the loan in the amount determined according to the Interest Rate specified in the Loan Agreement, for the period until the outstanding principal amount of the loan is repaid.

**Interest on Late Payment** - the funds which the Client is obliged to pay to the Bank in the event of the Client's delay in payment of a monetary obligation or a part thereof (payment) to the Bank on the outstanding amount, namely in the amount according to the Interest Rate specified in the Loan Agreement.

**Valuation Period** - the period during which a fixed interest rate is determined; the length of the Valuation Period or the method of determining it is agreed in the Loan Agreement. The Valuation Period shall also mean the fixation period, if such is agreed in the Loan Agreement.

1. If the agreed Interest Rate is derived from a reference rate, which is a percentage interest rate (p.a.) determined depending on the current situation in a particular interbank refinancing money market determined, administered and announced by the relevant regulator (in particular, a central bank, a supervisory authority, a financial sector expert body) or an administrator appointed by it (hereinafter jointly referred to as the **“Competent Authority”**) and such rate is not published at the time determined under the Loan Agreement in accordance with the rules of such market (market failure), the Bank may use:
  - a) the most recently published reference rate of the same market plus the cost of funding as determined in accordance with clause 6 below for the period from that last publication at the relevant time under the Loan Agreement or, in particular, if
    1. the original reference rate specified in the relevant Loan Agreement (hereinafter referred to as the **“Original Reference Rate”**) becomes permanently unavailable (e.g., the reference rate ceases to exist), or
    2. the use of the Original Reference Rate becomes unlawful for any reason, or
    3. the methodology for calculating the Original Reference Rate changes fundamentally, e.g., pursuant to Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds, or
    4. the Competent Authority declares that the Original Reference Rate is no longer meaningful, as well as
  - b) an alternative reference rate, including any mark-up (spread or adjustment spread) applied to the Valuation Period agreed in the Loan Agreement determined as
    1. the alternative reference rate determined by the Competent Authority instead of the Original Reference Rate (hereinafter referred to as the **“Alternative Reference Rate”**), or
    2. selected by the Bank from a number of possible Alternative Reference Rates, or

3. defined by the Bank as

- a) the percentage rate (p. a.) calculated by the Bank as the arithmetic average of the rates notified to the Bank by at least three reference banks at which each of the reference banks offered deposits in that currency in the relevant interbank market in an amount comparable to the amount of the outstanding loan provided or other amount due at the time customary for a similar survey on the quotation date comparable to the relevant Valuation Period (or for the period of time closest in time to the Valuation Period),
- b) the rate which the Bank shall notify to the Client without undue delay (no later than the date on which Interest for the relevant Interest Period is due), as a percentage rate p. a. representing the Bank's actual cost of funding from any source reasonably selected by the Bank in connection with the Loan Agreement.

Unless otherwise specified in the Loan Agreement, the reference rate for each Valuation Period is the reference rate published two banking days prior to the first banking day of the relevant Valuation Period (hereinafter referred to as the "**Quotation Date**") and is valid up to and including the penultimate day of such Valuation Period, unless otherwise specified in the Product Terms and Conditions or the Loan Agreement. If the published interest rate on a particular interbank money market, which is the reference rate used to determine the Interest Rate for the calculation of Interest, is negative, the reference rate shall not be taken into account in determining the Interest Rate for the calculation of Interest. If the methodology for calculating the reference rate changes, references to the reference rate shall be deemed to refer to the reference rate as amended.

2. If the Bank reasonably determines on the Quotation Date that its cost of obtaining funds in the interbank market in an amount comparable to the amount drawn down (funding cost) exceeds the amount of the reference rate agreed in the Loan Agreement, or if the Bank determines during the Valuation Period that its cost of maintaining the loan drawdown exceeds the amount of the reference rate agreed in the Loan Agreement, then the Bank shall be entitled
  - a) to refuse to grant a further drawdown of the loan; or
  - b) by unilateral notice to the Client effective on the date specified in such notice, to increase the mark-up (margin) applicable under the Loan Agreement by such percentage determined by the Bank as corresponds to the actual cost of the funding the loan or any part thereof or the cost of maintaining the relevant drawdown, as ascertained from any source reasonably determined by the Bank.

## ARTICLE 16

### APPLICABLE LAW, JURISDICTION OF COURTS, OUT-OF-COURT DISPUTE RESOLUTION

1. Unless otherwise agreed in a particular case, the contractual relationship between the Bank and the Client and any non-contractual relationships arising in connection therewith shall be governed by Slovak law; the Slovak courts shall have jurisdiction over any disputes.
2. The general court of the Bank shall have local jurisdiction over disputes between the Bank and the Client, unless otherwise provided by law. This is without prejudice to the Client - Consumer's right to file a lawsuit against the Bank in another locally competent court.
3. In the event of a dispute between the Bank and the Client – Consumer related to banking deals or the provision of payment services, the Client – Consumer has the option of alternative dispute resolution, including the choice of alternative dispute resolution entities authorised to resolve disputes related to banking deals or the provision of payment services. The Ministry of Economy of the Slovak Republic makes the list of alternative dispute resolution entities available on its website.

The Bank hereby informs its Clients - Consumers that one of the entities for alternative resolution of disputes related to banking deals or the provision of payment services, including disputes related to the transfer of a payment account is the Institute of Alternative Dispute Resolution of the Slovak Banking Association (hereinafter referred to as the "**SBA ADR Institute**"), with its registered office at: Mýtna 48, Blumental offices I, 811 07 Bratislava. Alternative dispute resolution may be initiated by submitting a proposal, the form of which is available at <http://institutars.sk>, in writing to the above address, or orally on the record, or by sending it by e-mail to [institutars@sbaonline.sk](mailto:institutars@sbaonline.sk). For more information about the alternative resolution of consumer disputes by the SBA ADR Institute, please visit [www.institutars.sk](http://www.institutars.sk)

4. In the event of disputes between the Bank and the Client - Non-Consumer related to banking deals or the provision of payment services, the Client - Non-Consumer shall have the option of arbitration or other out-of-court dispute resolution in accordance with the procedure and in accordance with the special regulations governing such proceedings, e.g. Act No. 244/2002 Coll. on Arbitration Proceedings as amended, Act No. 420/2004 Coll. on Mediation and on the supplementation of certain acts as amended.
5. Supervisory authority:

Czech National Bank (Česká národní banka)

Registered office: Na Příkopě 28, 115 03 Prague 1, Czech Republic

Národná banka Slovenska (National Bank of Slovakia)

Registered office: Imricha Karvaša 1, 813 25 Bratislava, Slovak Republic