PRODUCT-SPECIFIC BUSINESS CONDITIONS FOR INVESTMENT SERVICES

OF SLOVENSKÁ SPORITEĽŇA, A.S.

PsBC - Investment Services

Publication date 31. 10. 2014 Effective date 27. 02. 2017



TERMS AND DEFINITIONS

Stock Exchange Burza cenných papierov v Bratislave, a. s. (Bratislava Stock Exchange),

having its registered office at Vysoká 17, 811 06 Bratislava, Id. No.

00 604 054.

Central Securities

Depository

Centrálny depozitár cenných papierov SR, a. s., (Central Securities Depository of the Slovak Republic) having its registered office at Ul. 29.

augusta 1/A, 814 80 Bratislava, Id. No.31 338 976.

Security a security pursuant to the Securities Act or pursuant to the laws of a

foreign country applicable to that security.

Member the Bank as a member of Central Securities Depository.

Authorised Person person authorised to give the Instruction to provide the Service of a Member or the service of a Central Securities Depository in accordance

with the Securities Act and the Rules of Operation, or a person authorised by the Client within a defined scope to handle the Securities

PsBC these Product-specific Business Conditions for Investment Services of

and to give Instructions to Provide Service.

Slovenská sporiteľňa, a.s.

Portfolio cash and financial instruments pursuant to the Securities Act held by the

Client, which the Bank is authorised to manage on contract basis.

Transfer Restriction the suspension of the right to carry out transactions with Securities

pursuant to the Securities Act.

Rules of Operation the rules of operation of the Central Securities Depository

Service an investment service, ancillary service and the services of a Member or of the Central Securities Depository, which the Bank provides to the Client pursuant to the Securities Act, as well as any services provided by the Bank in keeping separate records of share certificates pursuant to

> the act on collective investments within the scope and in a manner defined in the common Rules of Operation.

Asset Account records kept by the Bank in the Client's name, containing data of all

Securities and selected other financial instruments, which are maintained in records or managed by the Bank for the Client, and data about investment gold, which the Client deposited with the Bank; the Securities Holder Account and the share certificates holder account maintained by the Bank as the mutual funds depository form part of such

records.

Securities Holder holder account pursuant to the Securities Act opened in the name of the Account Client, which is used by the Bank as a member of the Central Securities

> Depository to record data about the Client as the holder of Slovak uncertificated securities, data about such securities held by the Client

and other facts pursuant to the Securities Act.

Service Provision a Contract, whose subject matter is the provision of Services (e.g. commissionaire agreement concerning the purchases or sale of Agreement

securities, agreement for the custody of certificated securities, securities management agreement or portfolio management agreement).

1. FUNDAMENTAL PROVISIONS

- 1.1. The PsBC and GBC form part of the Service Provision Agreement The PsBC and GBC form part of the Instruction, based on which the Bank provides the Service of a Member.
- 1.2. The PsBC are available at www.slsp.sk and in each Branch.
- 1.3. The Contract prevails over the PsBC and GBC. The PsBC take precedence over GBC. The PsBC and GBC always complement the Contract.
- 1.4. Capitalised terms shall have the meaning defined in the Contract, these PsBC or GBC.

2. Instruction to provide Services

- 2.1. The Bank provides its Services under the Service Provision Agreement and the Instruction to Provide Service.
- 2.2. The Client shall give the Instruction to Provide Service in writing at a Branch on a Business Day, using the relevant form of the Bank.
- 2.3. The Bank shall accept the Instruction to Provide Service, if:
 - a) it complies with PsBC, GBC and legal regulations;
 - b) contains the required details of an Instruction to Provide Service; and
 - c) the execution of the Instruction to Provide Service cannot disrupt financial market stability.
- 2.4. If the Bank receives an Instruction to Provide Service on a day other than a Business Day, that Instruction shall be deemed delivered on the next Business Day. The deadline for receiving the Instruction to Provide Service and for executing the same shall be set by the Bank by Publication.
- 2.5. The Client shall attach to the Instruction to Provide Service the originals or certified copies of documents prescribed by the Securities Act, other legal regulations, PsBC, GBC and the Rules of Operation.
- 2.6. The counterpart of the Instruction to Provide Service confirmed by the Bank and issued to the Client confirms the acceptance of the Instruction, but does not confirm the execution of the Service.
- 2.7. Basic data to be provided in an Instruction to Provide Service are the following:
 - a) identification of the Client;
 - b) identification of the Securities;
 - c) quantity (number of volume) of Securities;
 - d) specification of the required Service; and
 - e) date and time of issuing the Instruction.
- 2.8. In addition to that, the Instruction to Procure the Purchase or Sale of Securities shall in particular contain:
 - a) specification, whether the deal is a purchase or sale;
 - b) Securities Holder Account or Asset Account, to which the Securities should be credited in case of a purchase:
 - c) Client account for financial settlement:
 - d) specification of the place of procurement of the purchase or sale;
 - e) other details determined by the place of procurement of the purchase or sale;
 - f) specification of the maximum purchase price or minimum selling price; and
 - g) term of validity of the Instruction.
- 2.9. Other information to be included in an Instruction to accept Securities into Management is the information about the Securities Holder Account or the Asset Account, on which such Securities are registered.
- 2.10. Other required details to be provided in an Instruction to End the Management of Securities include information about the manner of settlement of the Securities and information about the Asset Account, to which the Securities should be transferred.
- 2.11. Other required details of an Instruction for Settlement of Portfolio or a part thereof include:
 - a) identification of the Portfolio Management Agreement;
 - b) Client account, if the Portfolio or a part thereof should be settled by liquidation; and
 - c) information about the Securities Holder Account or another Asset Account of the Client, if the Portfolio or a part thereof should be settled by transfer or movement of Securities.
- 2.12. The Instruction to Provide the Service of a Member shall additionally contain the direction of the flow (transfer or acquisition) of the Securities.
- 2.13. Other requisites of the Instruction for regular investments into a mutual fund shall include:

- a) stipulation of a day in the month for regular sending of the investment (savings day), and
- b) the amount of the regular investment.
- 2.14. In case the Client does not specify in the Instruction to Provide Service:
 - a) the place of procurement of purchase or sale of Securities, the Bank shall determine the place of performance according to the Bank's strategy for execution of Instructions to Provide Services and the Client agrees that the Instruction may be executed also outside the regulated market;
 - b) the maximum purchase price or the minimum selling price of the Securities; the Bank shall procure the purchase or sale of the Securities at the market price;
 - c) the term of validity; the Bank shall be authorised to execute the Instruction until the deadline set by the relevant place, where the Instruction should be executed.
- 2.15. The Client may change or cancel an Instruction to Provide Service accepted by the Bank, if:
 - a) technically possible;
 - b) possible under the rules and customary practice of the relevant market; and
 - c) the Bank has not executed the Instruction yet.
- 2.16. If possible under the rules and customary practice of the relevant market and the Bank consents thereto, the Client may change or cancel the Instruction to Provide Service even if the instruction has already been partly executed; such cancellation or change shall affect that part of the Instruction, which has not been executed yet.
- 2.17. The change of an Instruction to Provide Service takes effect upon the receipt of a new Instruction by the Bank. The cancellation of an Instruction to Provide Service takes effect in the moment of delivery to the Bank. The cancellation of an Instruction for Settlement of Portfolio or a part thereof takes effect on the first Business Day after its delivery to the Bank, unless the Bank already started to execute the Instruction.
- 2.18. The Bank may reject to execute the Instruction for the Settlement of Portfolio or a part thereof, if the funds forming part of the Portfolio are not sufficient to cover the cost related to the execution of the Instruction and payment of the Fee.
- 2.19. The Bank will not execute an Instruction to Provide Service, if
 - a) it does not comply with the terms of the PsBC and GBC, or
 - b) the execution of the Instruction is not possible due to limitations of technical systems of the Bank, the Central Securities Depository, foreign Central Securities Depository, Stock Exchange or other entity involved in the execution of the Instruction.
- 2.20. The Client or an Authorised Person shall pay the Fee for the Service, the cost and expenses incurred by the Bank in connection with the provision of the Service (including in particular the fees of Central Securities Depository or another person, which maintains the Securities in its records, Stock Exchange fees or the fees of another regulated market, publication fees incurred when fulfilling information obligations pursuant to the Securities Act, postage and telecommunication cost, notary fees and cost of official translation).

3. PROCURING THE PURCHASE OR SALE OF SECURITIES.

- 3.1. Under a commissionaire agreement concerning the procurement of the purchase or sale of Securities, the Bank shall procure for the Client the purchase or sale of Securities according to the Instruction to Procure the Purchase or Sale of Securities.
- 3.2. The Bank may procure the purchase or sale of Securities by selling the Securities held by it or by purchasing Securities into its ownership.
- 3.3. The Bank may combine the Instruction to Procure the Purchase or Sale of Securities with instructions received from third parties or with other deals of the Bank, subject to the fulfilment of the conditions pursuant to the Securities Act; the effect of such combination may be to the detriment of the Client.
- 3.4. On the day of receiving the Instruction to Procure the Purchase or Sale of Securities, the Client shall ensure that the balance on the account specified in the Instruction to Procure the Purchase of Securities is sufficient to effect the purchase (regularly in the amount of the purchase price, Fee and third party cost). Up to that amount, the Bank will not enable to the Client to carry out transactions with the funds on the account until the moment of settlement of the Instruction.
- 3.5. The Bank shall not be obliged to execute the Instruction to Procure the Purchase of Securities, in case the Client does not ensure sufficient balance on its account to finance the purchase.
- 3.6. By delivering the Instruction to procure the sale of uncertificated securities, the Client authorises the Bank to carry out the acts necessary for the transfer of such uncertificated securities onto the purchaser.

- 3.7. The Bank shall have the right to register for its own behalf a Transfer Restriction or a similar restriction on the right to carry out transactions with the Securities according to the relevant laws until the payment of the receivable of the Bank arising out of the procurement of purchase of such securities.
- 3.8. When procuring the sale of uncertificated securities, the Bank shall have the right to register for its own behalf a Transfer Restriction or a similar restriction on the right to carry out transactions with the Securities according to the relevant laws. In case the sale of uncertificated securities does not take place, the Bank shall, without unreasonable delay, issue the order to delete the Transfer Restriction or similar restriction on the right to carry out transactions with the securities pursuant to the relevant laws.

Regular and One-Time Investments into a Mutual Fund

- 3.9. The Client may give an Instruction for regular investments into a mutual fund in accordance with the terms and conditions stipulated by the Publication. The subject-matter of the Instruction for regular investments into a mutual fund is regular procurement of purchase of Securities from the issuer of the share certificates for the Client following their issue, such purchase to be made on the savings day in the amount of the regular investment.
- 3.10. If the Bank accepts the Instruction for regular investments into a mutual fund, it shall commence executing the same on the next stipulated savings day.
- 3.11. The Client shall ensure that there are funds in the amount of the regular investment on the account stipulated in the Instruction for regular investments into a mutual fund on the savings day. The Bank shall prevent the Client from disposing of the funds on the Client's account up to this amount until the moment of settlement of the Instruction.
- 3.12. The Client may ask for an extraordinary investment in terms of regular investments into a mutual fund or for a one-time investment into a mutual fund in accordance with the terms and conditions stipulated by the Publication. The subject-matter of such Instruction is the procurement of purchase of Securities from the issuer of share certificates for the Client following their issue. In executing such Instruction, the Bank shall proceed in the same manner as with the Instruction for procurement of purchase of Securities, provided that the Client shall ensure that there are funds for the procurement of purchase of the Securities available on the account stipulated in the Instruction no later than on or before the investment date stated in the Instruction.
- 3.13. Unless the Client ensures a sufficient balance of funds on the account on the savings day or on the investment day to procure the purchase of the Securities from the issuer of the share certificates following their issue, the Bank may repeatedly postpone the savings day or the investment day to the following Banking Day in accordance with the terms and conditions stipulated by the Publication.

4. MANAGEMENT OF SECURITIES

- 4.1. The Bank shall provide the Service of management of uncertificated Securities under a written Securities Management Agreement.
- 4.2. The Bank shall accept the Securities into management based on the Instruction for acceptance of securities into management, which shall be confirmed in writing.
- 4.3. The Bank may reject to accept certain securities into management.
- 4.4. The Bank shall perform the management of Securities, if the Client submits to the Bank documents required for such management.
- 4.5. The Bank shall perform the management of Securities in the extent of a custody arrangement, which shall in particular include:
 - a) crediting the Securities to the Asset Account;
 - b) delivery of Securities out of the Asset Account;
 - c) crediting of interest, dividends and other performances received on the Securities held to the Client account,
 - d) administering actions related to splitting and merging of Securities;
 - e) actions related to the cancellation of Securities after maturity or after change of form.
- 4.6. The Bank shall end the management of Securities based on the Instruction to End the Management of Securities. The Bank shall stop to perform the management of Securities on the first Business Day after receiving such Instruction at the earliest.
- 4.7. If a special power of attorney needs to be issued in connection with the management of securities or other documents need to be presented, the Client shall present them to the Bank upon request. If necessary, the Client shall procure the official translation of such documents into the language required by the Bank.

- 4.8. When managing uncertificated securities, the Bank shall have the right to register for its own behalf a Transfer Restriction or similar restriction on the right to carry out transactions with the Securities pursuant to the relevant laws.
- 4.9. The Bank may be receiving any documentation about the Securities, which is addressed to the Client.
- 4.10. Payable dividends, yields and principal on Slovak Securities paid out in cash will be credited to the agreed Client account directly by the Securities issuer or the disbursing agent authorised by the issuer.
- 4.11. Payable dividends, yields and principal on foreign Securities paid out in cash will be credited by the Bank to the agreed Client account without unreasonable delay after receiving the relevant amount from the issuer or from the disbursing agent for the foreign Securities. In case of yield payout on foreign Securities, which is made in the form of securities, registration of such securities shall be carried out directly by the issuer.
- 4.12. The Bank shall not be liable for delayed or partial payment of dividends, yields or principal on Securities or for incorrect taxation of the same caused by another entity. If possible under the legal regulations, the Bank may arrange for the taxation of yields on foreign Securities.
- 4.13. When managing foreign Securities, the Bank shall be authorised to perform management by using the services of foreign Securities depositories, registers and agents.
- 4.14. The Bank does not verify the authenticity, validity, completeness and other details of Securities, for which a deal is to be procured, or which are to be settled and managed.

5. PORTFOLIO MANAGEMENT

- 5.1. The Bank shall provide Portfolio Management Services under a Portfolio Management Agreement. The Bank shall perform custody and management of Securities included in the Portfolio without the need to give Instructions.
- 5.2. Included in the Portfolio are:
 - a) funds transferred by the Client to the agreed account;
 - b) financial yields on the Portfolio;
 - c) Securities and other financial instruments transferred onto the Securities Holder Account or Asset Account determined by the Bank and provided in the specification according to the annex to the Portfolio Management Agreement, or in a special agreement between the Bank and the Client; and
 - d) Securities and other financial instruments acquired in connection with Portfolio Management for the
- 5.3. For Portfolio Management purposes, the number of the Portfolio Management Agreement shall be the Authentication Code and the part of the Client's birth registration number following after the slash shall be the identification number.
- 5.4. The Bank may manage the Portfolio for the Client's account in combination with Portfolio Management for other Clients, and this on a pooled basis. If, as part of pooled Portfolio Management, it is not possible to carry out all transactions for the same price, the Bank shall charge or credit to the Client account the average price.
- 5.5. In connection with Portfolio Management, the Client shall pay a Portfolio Management Fee, the cost and expenses of the Bank and third parties related to Portfolio Management, including in particular the fees charged by third parties for procuring the purchase (including subscription) or sale of Securities or of another financial instrument and the cost of acquisition of the Security or another financial instrument by a third party.
- 5.6. The Client shall, in connection with Portfolio Management:
 - a) ensure that the balance on the agreed account is sufficient to settle the obligations out of Portfolio Management;
 - b) provide the information and documents required by the Bank;
 - c) provide to the Bank information, which could have an influence on the performance of the Bank's obligations in connection with Portfolio management or which could be important for decisionmaking of the Bank in connection with Portfolio Management;
 - d) communicate exclusively through the contact person of the Bank designated in the Portfolio Management Agreement;
 - e) make transactions with the portfolio and exercise the rights related to the Portfolio through the Bank only;
 - f) not encumber the Portfolio with third party rights; and
 - g) transfer any income from the Securities or other financial instruments included in the Portfolio to the agreed account.

- 5.7. The Client authorises the Bank to carry out on the Client's behalf and to the Client's account any acts related to Portfolio management, including in particular:
 - a) opening of a Securities Holder Account with the Central Securities Depository or one of its members, asset management company or its depository;
 - b) opening of Asset Account or other asset account with a foreign central securities depository or another third party;
 - c) carrying out any acts related to the purchase, sale, transfer or lending of Securities and other financial instruments included in the Portfolio:
 - d) carrying out any acts related to the registration of transfer of Securities and other financial instruments included in the Portfolio;
 - e) taking over of any documentation from records prescribed by law for Securities and other financial instruments; and
 - f) opening for the Client a current account or a deposit account.
- 5.8. The Bank may authorise a third party to perform Portfolio Management activities.
- 5.9. The Bank shall not be obliged to carry out any activities related to Portfolio Management as of the moment, in which it becomes aware of
 - a) a breach of any obligation of the Client under the Portfolio Management Agreement or pursuant to the legal regulations, or
 - b) the revocation by the Client of the power of attorney granted by the Client to the Bank in connection with Portfolio Management:
- 5.10. The Bank shall settle the Portfolio or a part thereof (particularly by liquidation and payment of the proceeds to the Client) based on the Instruction for the Settlement of Portfolio or a part thereof.
- 5.11. The Client acknowledges that the settlement of a part of the Portfolio based on Client Instruction may disrupt the investment strategy and the performance of the Portfolio may be significantly reduced.
- 5.12. The Client shall deliver to the Bank, no later than on the day of termination of the Portfolio Management Agreement, the Instruction for the Settlement of Portfolio. Otherwise, the Bank shall settle the Portfolio by exercising due professional care; it shall record any proceeds from such settlement albeit such proceeds shall not bear interest.
- 5.13. Settlement of Securities and other financial instruments in the Portfolio shall be carried out by the Bank after the termination of the Portfolio Management Agreement within a reasonable period of time, considering their nature.
- 5.14. After the termination of the Portfolio Management Agreement, the Bank shall hand over to the Client a final settlement and report of Portfolio management. Upon the delivery of the final settlement to the Client, the Bank's receivables from the Client related to Portfolio Management become payable
- 5.15. After the Bank becomes aware in a credible manner of the death of the Client, it shall not carry out Portfolio Management starting from the next Business Day at the latest, except for receiving payments out of the Portfolio. In such a case, the Portfolio Management Agreement shall be terminated no later than in the moment of handover of the Portfolio to the heirs.
- 5.16. The provisions of PsBC and of the Securities Act concerning commissionaire or mandate agreement on the procurement of purchase or sale of securities, securities custody agreement and securities management agreement reasonably apply to the Portfolio Management Agreement.

6. Services provided by Member of Central Securities Depository

- 6.1. The Bank shall provide the Services of a member in respect of Slovak uncertificated securities in the extent and in the manner defined in the Rules of Operation.
- 6.2. If the data about the Securities holder are recorded on the Securities Holder Account maintained by the Bank as a Member, an Authorised Person shall give the Instruction to provide the Service of a Member or the service of Central Securities Depository directly to the Bank.
- 6.3. The Authorised Person shall attach to the Instruction to provide a Service of a Member or the service of Central Securities Depository the documents proving its authorisation to give such Instruction and documents pursuant to legal regulations and the Rules of Operation.
- 6.4. The Bank shall execute the Instruction to provide the Service of a Member without unreasonable delay after its receipt.
- 6.5. The Bank shall not be obliged to accept or execute the Instruction to provide the Service of a Member or the service of the Central Securities Depository during the downtime of the Central Securities Depository system.

- 6.6. The Authorised Person shall pay the Fee for the Service of a Member and the necessary cost and expenses of the Bank, which were incurred by the provision of the Service of a Member even in case of unsuccessful processing.
- 6.7. The Client may, together with the Instruction to Transfer Securities request the Bank to settle and clear such Securities deal, by using the relevant form of the Bank and submitting the request by 10.00 a.m. of the Business Day, on which the Stock Exchange and Central Securities Depository perform their activities, and which precedes the required day of settlement.
- 6.8. For the purpose of clearing and settlement of Securities deals and payment of Fees for the Services of a Member, the Client shall designate to the Bank the relevant account opened with the Bank.
- 6.9. The process of clearing and settlement of Securities deals shall reasonably be governed by the provisions of PsBC and the Rules of Operation.
- 6.10. The manner of and the conditions for the transfer of Securities from the register of Stredisko cenných papierov Slovenskej republiky, a.s. as the legal predecessor of the Central Securities Depository, into the records of a Member are described in Publication.

7. SECURITIES HOLDER ACCOUNT MAINTAINED IN THE RECORDS OF THE BANK AS A MEMBER

- 7.1. The Bank shall, under a Contract, open and maintain for the Client a Securities Holder Account, against the payment of a Fee.
- 7.2. The Client shall submit any requests relating to the Securities Holder Account in the form and in the manner laid down by the Bank in a Publication and shall attach the documents proving the eligibility of its request.
- 7.3. The Bank shall close the Securities Holder Account upon written request of the Client if no data about any Securities are recorded on such Securities Holder Account and the Client has paid all Fees related to the Services of a Member.
- 7.4. The Bank may close the Securities Holder Account even without a request, if the Client does not fulfil its obligations towards the Bank pursuant to the Securities Act or PsBC, or, if no data about any Securities have been recorded on the Securities Holder Account for a period of one year.
- 7.5. The Bank shall inform the Client of the balance of and of the changes on the Securities Holder Account in the form of statements.
- 7.6. The Bank shall deliver to the Client the statement of the Securities Holder Account showing the account balance once per year (showing the balance as at the end of the calendar year) or upon request by the Client (showing the balance as at the issuance date).
- 7.7. The Bank shall deliver to the Client the statement of the Securities Holder Account showing any changes on the account immediately after making any posting to the Securities Holder Account or after carrying out any other change.

8. MISCELLANEOUS

- 8.1. The Client declares that neither the Client nor the person, for whom it holds the Securities or other financial instruments in possession, are residents of states listed in the Publication. The Client shall inform the Bank of any changes.
- 8.2. The Bank may, pursuant to the Payment Services Act, deduct from the Client account opened with the Bank and agreed for the purposes of Service provision or from another account of the Client opened with the Bank, the amount of the Fee, the cost of procuring the sale or purchase of Securities and the cost of registering the Service of a Member even without receiving a payment order and even if the balance on the account is not sufficient for such payment.
- 8.3. The Client acknowledges that it was categorised by the Bank as a non-professional Client and as such, the Client is pursuant to the Securities Act considered to be a Client receiving the highest level of protection. The Bank shall notify the Client in writing of the assignment to another client category pursuant to the Securities Act.
- 8.4. The Service Provision Agreement is entered into for an indefinite period of time.
- 8.5. Before the expiry of the notice period of the Service Provision Agreement, the Client shall give to the Bank the Instruction to transfer all foreign securities (if administered by the Bank for the Client) from the Asset Account. In case the Client does not settle all payables to the Bank as at the date of termination of the Service Provision Agreement, the notice period shall be extended until such payables are fully settled.

9. FINAL PROVISIONS

- 9.1. The Bank may change the PsBC for Serious Objective Reasons. The Bank shall inform of the change of PsBC by Publication no later than 2 calendar months in advance.
- 9.2. The Bank may complement the PsBC due to the extension of the services of the bank. The Bank shall inform of the supplement to PsBC by Publication no later than 1 calendar day in advance.
- 9.3. In case the Client disagrees with the change of the GBC in the part applicable to its Bank Product, the Client may terminate the Contract concerning that Bank Product with immediate effect before the effective date of the change. If there are several persons on the side of the Client, the disagreement may be expressed by any of them; such act to take effect for all such persons.
- 9.4. The change of the PsBC shall take effect on the day stated in the PsBC, unless the Contract is terminated by the Client.
- 9.5. The PsBC shall survive the termination of the contractual relationship between the Client and the Bank until the full settlement of their mutual relationships.
- 9.6. These PsBC shall enter into force on 1 January 2015. After the effective date of these PsBC, the Business Conditions of a member of Central Securities Depository issued by the Bank with effect from 20 March 2004 and Business Conditions of Slovenská sporiteľňa, a.s. for the provision of investment services issued by the Bank with effect from 1 February 2007 shall be revoked and superseded.



Slovenská sporiteľňa, a. s.

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IČO (Identification number): 00 151 653

Incorporated with the Commercial Register of the District Court of Bratislava I, Section Sa, File No.: 601/B

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