

**PRODUCT-SPECIFIC BUSINESS CONDITIONS  
FOR MORTGAGES AND INSTALMENT LOANS**

**OF SLOVENSKÁ SPORITELŇA, A.S.  
EFFECTIVE SINCE 01 JANUARY 2015**

PsBC – Consumers, dated 1 January 2015

in wording effective since 1 May 2021

## DEFINITIONS

<b>Creditworthiness</b>	The Client's or Guarantor's ability to repay the Bank's Receivable duly and on time and to provide sufficient Security to the Bank.
<b>Borrower</b>	The Client committed under the Loan Agreement to repay the Loan and to pay interest, or a person that assumes the Borrower's position or expresses their interest in doing so.
<b>Fixed Rate Term</b>	Time period during which the fixed Interest Rate remains unchanged.
<b>Guarantor</b>	The Client providing Security or expressing their interest in providing Security, in particular the guarantor, pledgor or a person assuming their position.
<b>Mortgage</b>	A mortgage or mortgage for young people pursuant to the Banking Act.
<b>Principal</b>	The provided portion of the Loan outstanding as of a certain moment in time.
<b>Final Maturity</b>	Maturity date of the Loan agreed in the Loan Agreement.
<b>Loan Drawdown Period</b>	Time period when the Borrower may draw down the Loan under the Loan Agreement.
<b>PsBC</b>	These Product-Specific Business Conditions of Slovenská sporiteľňa, a.s. for Mortgages and Instalment Loans.
<b>Bank's Receivable</b>	Principal, payments associated with the receivable and Fees; payments associated with the receivable comprise interest, interest on arrears and the Bank's costs associated with claiming the receivable.
<b>Operator of the Joint Register of Banking Information</b>	Slovak Banking Credit Bureau, s.r.o., IČO (Company ID): 35 869 810, with registered office at Mlynské nivy 14, Bratislava.
<b>Operator of the Non-Banking Register of Client Information</b>	Non-Banking Credit Bureau, specific-interest association of legal entities, IČO (Company ID): 42 053 404, with registered office at Mlynské nivy 14, Bratislava.
<b>Event of Default</b>	An event constituting a breach of the Loan Agreement by the Borrower or Guarantor.
<b>Instalment Loan</b>	Specific-purpose loan or loan with no defined purpose except for a Mortgage.
<b>Government Contribution</b>	Payment from state budget funds of the Slovak Republic whereby the Government reduces the Interest Rate; it shall be provided to a Borrower who meets the conditions for provision of the government contribution pursuant to the Banking Act.
<b>Government Contribution for Young People</b>	Payment from state budget funds of the Slovak Republic whereby the Government reduces the Interest Rate; it shall be provided to a Borrower who meets the conditions for provision of the government contribution for young people pursuant to the Banking Act.
<b>Tranche</b>	A portion of the Loan, if provided in parts.
<b>Bank's Account</b>	The account in favour whereof the Borrower repays the Bank's Receivable.
<b>Beneficiary Account</b>	The Borrower's or a third party account whereto the Bank shall credit the Loan.
<b>Repayment Account</b>	The Borrower's account debited to repay the Bank's Receivable; it may also be referred to as the direct debit account in the Loan Agreement.
<b>Interest Period</b>	Time period for which the Bank calculates interest on the Loan.
<b>Interest Rate</b>	Interest amount in per cent applied by the Bank to the Principal during the Loan Relationship.

<b>Loan</b>	Funds provided by the Bank to the Borrower as Mortgage or Instalment Loan.
<b>Housing Loan</b>	A loan that is a loan pursuant to the Act on Housing Loans.
<b>Loan Agreement</b>	Agreement between the Bank and the Borrower for provision of the Loan.
<b>Loan Relationship</b>	The relation between the Bank and the Borrower established by the Loan Agreement and existing until full settlement of all liabilities under the Loan Agreement or in connection therewith.
<b>Security Agreement</b>	Agreement between the Bank and the Guarantor for the security of the Bank's Receivable.
<b>Security</b>	Means of ensuring repayment of the Bank's Receivable, unless repaid duly and on time, in particular the pledge and the guarantee.

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## 1. FUNDAMENTAL PROVISIONS

- 1.1. The PsBC form part of the Agreement between the Bank and the Client (consumer), who does not act as part of their employment, occupation or business when entering into and performing the Agreement.
  - 1.2. The PsBC are available at [www.slsp.sk](http://www.slsp.sk) and at each Branch.
  - 1.3. The Agreement shall prevail over the PsBC and the GBC. The PsBC shall prevail over the GBC. The PsBC and GBC shall always complement the Agreement.
  - 1.4. Capitalised terms shall have the meaning agreed in the Agreement, in the PsBC or GBC.
  - 1.5. The types of Bank Products and the terms and conditions under which such products shall be provided are available at the [www.slsp.sk](http://www.slsp.sk) website and at each Branch.
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## 2. LOAN PROVISION

- 2.1. The Bank shall examine Creditworthiness prior to Loan provision.
  - 2.2. The Bank shall provide the Loan in due course upon meeting of the Loan provision conditions.
  - 2.3. The Loan provision conditions shall be:
    - a) The Borrower submitted the documents required by the Bank, in particular documents to support their Creditworthiness (e.g. the employer's confirmation on income, tax return, statement of assets and liabilities) and documents supporting the existence and value of the Security;
    - b) The Borrower proved having met other Loan provision conditions set forth in the Loan Agreement (in particular establishment and origination of a pledge or guarantee, submission of an effective insurance policy and the insurer's confirmation of assignment of the insurance benefit to the Bank);
    - c) The establishment of the Security is not compromised, in particular there are no judicial, administrative or any other proceedings in connection with the Security,
    - d) There is no filing for bankruptcy over the Borrower's or Guarantor's assets, no petition for permission to restructure the Borrower or Guarantor, or no petition for judicial enforcement of a decision or no distress proceedings or no voluntary auction in respect of the Borrower's or Guarantor's assets, or the Client or Guarantor has not entered into liquidation,
    - e) The Borrower is not in arrears with the repayment of any other receivable of the Bank,
    - f) The Borrower has proved the fulfilment of any other conditions for the provision of the Loan specified in the Loan Agreement,
    - g) It has not been proven that the Borrower's or Guarantor's declaration in connection with the Loan is incomplete or untrue,
    - h) None of the parties has either terminated the Loan Agreement or has withdrawn from the same; and
    - i) No Event of Default has occurred or is persistent.
  - 2.4. The Bank may also provide the Loan without meeting of the Loan provision conditions.
  - 2.4. The Loan Drawdown Period shall commence on the day of meeting the Loan provision conditions and shall end upon expiration of 3 months from the execution of the Loan Agreement. The Bank shall be entitled but not obligated to provide the Loan after expiration of the Loan Drawdown Period. The Borrower may request to extend the Loan Drawdown Period.
  - 2.5. If the Borrower is not interested in the Loan, they shall notify the Bank thereof. In such case, the Loan Drawdown Period shall expire on the day when the Borrower delivered the notice to the Bank.
  - 2.6. The Bank shall provide the Loan in favour of the Beneficiary Account under the Loan Agreement.
  - 2.7. The Loan may be provided via a cashless transfer as a one-off payment or in Tranches.
  - 2.8. The Bank may reduce the next Tranche by an amount, in which the Borrower did not prove the purpose of the Loan in preceding Tranches.
  - 2.9. The actually provided amount shall be deemed the Loan amount; the Loan amount agreed in the Loan Agreement shall be deemed the Loan amount for Fee calculation purposes.
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## 3. LOAN PURPOSE

- 3.1. The Borrower may only use the Loan for an agreed purpose. The Borrower may only use the Mortgage for the purpose set forth by the Banking Act. The Borrower must not use the Loan for procurement of

any thing or activity the ownership or execution whereof would cause a violation of the applicable statutory regulation.

- 3.2. The Bank shall examine compliance with the Loan purpose and the amount of the actually spent own funds of the Borrower.
  - 3.3. Within a period agreed in the Loan Agreement, and unless such period is agreed in the Loan Agreement, then within a period as per the Bank's request, which may not be less than 15 Business Days, the Borrower shall deliver to the Bank the following documents proving compliance with the Loan purpose:
    - a) Advance invoice, invoice (tax document) issued by the contractor or subcontractor e.g. of a construction project, for the supply of construction material or other goods, technology or service as per the Loan purpose,
    - b) Receipt from the electronic cash register issued by the contractor or subcontractor evidencing the payment for the goods or service,
    - c) Purchase agreement, real estate title transfer agreement, work agreement,
    - d) Extract from the title deed acceptable for legal acts required to be executed in connection with the real estate, in which the Borrower is stated as the real estate owner;
    - e) Document proving the settlement of a liability, if the purpose of the Loan is to settle another liability of the Borrower;
    - f) Photographs of the financed real estate showing the completed reconstruction, or
    - g) Another document requested by the Bank.
  - 3.4. The Bank may refuse the following documents in particular:
    - a) that don't meet the statutory requisites;
    - b) that don't prove the Loan purpose; or
    - c) the authenticity or truthfulness of which are doubted by the Bank.
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#### 4. INTEREST

- 4.1. The Bank shall apply the Interest Rate to the Principal, which Interest Rate is of the type and amount current as of the execution date of the Loan Agreement and is stated in the Loan Agreement. The Interest Rate change method and conditions are agreed in the PsBC and in the Loan Agreement.
- 4.2. Interest shall be calculated on a daily basis. Interest for the respective Interest Period shall be due on the instalment maturity date.
- 4.3. The First Interest Period shall commence on the date of provision of the Loan or the first Tranche and shall end on the day preceding the first instalment maturity date. Each subsequent Interest Period shall commence on the next day after expiration of the preceding Interest Period and shall end on the day preceding the instalment maturity date. The Interest Period shall last 1 month. The last Interest Period shall end on the day preceding the Principal repayment date.
- 4.4. The Interest Rate may be fixed, variable or variable preferential; the variable preferential interest rate is determined by the average of the fixed interest rate guaranteed by the Bank for 50 % of the Loan amount until Final Maturity and the variable interest rate for the rest of the Loan amount.
- 4.5. If the variable or variable preferential Interest Rate is the Interest Rate type under the Loan Agreement, the Bank may change the Interest rate value for Serious Objective Reasons.
- 4.6. If a fixed Interest Rate is the Interest Rate type under the Loan Agreement, the Bank may change its amount during the Fixed Rate Term, if agreed so in the Loan Agreement or PsBC. Upon expiration of the Fixed Rate Term, a new Fixed Rate Term having the same duration shall commence. The Borrower may ask the Bank to change the duration of the Fixed Rate Term.
- 4.7. Upon expiration of the Fixed Rate Term, the Bank shall inform of the Interest rate value for the next Fixed Rate Term.
- 4.8. The Bank shall apply interest to the Loan at the changed Interest Rate from the day of change to the Interest Rate value. During the Loan Relationship, the Bank shall use physical written form or any other durable medium available to the Borrower to notify the Borrower of any change to the Interest Rate, at least 2 months prior to the effective date of any such change, The notification of the change to the Interest Rate shall include the new value of the Interest Rate, the effective date of the change, the new amount of instalments to be paid after the effective date of the new Interest Rate, information on any change in the number or frequency of instalments, when changed, and the reasons for the change to the Interest Rate.
- 4.9. If the Borrower is in arrears with repayment of the Bank's Receivable, they shall pay interest on arrears on the due amount to the Bank. The due amount shall bear interest on arrears each day from the first day of arrears to the day immediately preceding its repayment date.

- 4.10. Interest on arrears shall be due daily. The Bank shall clear the interest on arrears once per year, provided that the Bank shall announce the clearing date in advance via a Notice. If requested by the Borrower, the Bank may also clear the interest on arrears on another day specified by the Borrower in the application.
- 4.11. The Bank may for Serious Objective Reasons change the maturity date for interest, interest on arrears and Fees as well as the manner of their repayment. For a Housing Loan the Bank may only effect a change in conformity with the Housing Loans Act.

## 5. REPAYMENT

- 5.1. The Borrower shall repay the Bank's Receivable in instalments as follows:
- a) by debiting of funds to the Repayment Account held with the Bank in the amount of the instalment, even without submission of the Borrower's payment order pursuant to the Payment Services Act during the Loan Relationship; or
  - b) in cash or via cashless transfer.
- 5.2. The Bank may for Serious Objective Reasons change the manner of repayment of the Bank's Receivable. For a Housing Loan the Bank may only effect a change in conformity with the Housing Loans Act.
- 5.3. Until the Loan provision date, the Borrower shall pay the due Fees. Following the Loan provision, the Borrower shall repay the due interest, Principal and the due Fees.
- 5.4. Unless prohibited by a statutory regulation, the instalment shall be used to settle the various liabilities of the Borrower in the following order of sequence:
- a) interest on the instalment due at the earliest;
  - b) Principal of the instalment due at the earliest;
  - c) interest on the next instalment due;
  - b) Principal of the next instalment due;
- and Fees starting from the one due at the earliest following full payment of the above.
- 5.5. In the month in which the Bank clears the interest on arrears subject to prior notice, the instalment shall be used to settle the Borrower's liabilities in the following order of sequence:
- a) interest on the instalment due at the earliest;
  - b) Principal of the instalment due at the earliest;
  - c) interest on the next instalment due;
  - d) Principal of the next instalment due;
- and Fees starting from the one due at the earliest following full payment of the above.
- 5.6. An instalment is paid in time, if credited to the Bank's account no later than on the instalment maturity date. If the instalment maturity date is a day, which is not a Business Day, this maturity day shall be deemed the maturity date; however, the Borrower shall not be in arrears if they pay the instalment no later than on the next Business Day.
- 5.7. If the Borrower is in arrears with Repayment of the Bank's Receivable, the Bank may pursuant to the Payment Services Act debit the funds in the amount in arrears to the Repayment Account held with the Bank even without submission of the payment order.
- 5.8. The Borrower shall ensure enough funds on the Repayment Account to ensure timely debiting of the funds in the amount of the instalment. If the Repayment Account is closed or it is not possible to debit the funds in accordance with statutory provisions, the Borrower shall ensure another manner of repayment of the Bank's Receivable.
- 5.9. The Bank shall record the instalment paid by the Borrower before its maturity date as an advance payment to be used to repay the Loan as of the instalment maturity date. This shall not apply, if the Borrower:
- a) notifies the Bank of their will to repay the Bank's Receivable or any part thereof early; or
  - b) requests to refund the advance payment.
- However, if the instalment matures between the date of the Borrower's notification of the early repayment of the Bank's Receivable or any part thereof and the date on which the early repayment is to occur, and there are insufficient funds in the Repayment Account to debit the instalment amount, the advance payment shall be used to pay this instalment. The Bank does not apply any interest to the advance payment.
- 5.10. The Borrower may repay the Bank's Receivable or any part thereof early..The Borrower shall notify the Bank in writing of their will to repay the Bank's Receivable or any part thereof early. The Borrower shall ensure funds for repayment of the Bank's Receivable no later than as of the moment of the early

repayment notification; this shall not apply if the Borrower wishes to effect early repayment of the Bank's Receivable as of a different date than the current date.

- 5.11. If, in connection with expiration of the Fixed Rate Term or change in the variable Interest Rate the Borrower
- a) notifies their will to repay the Bank's Receivable or any part thereof early; and
  - b) ensures enough funds on the Repayment Account or on the Bank's account for repayment of the Bank's Receivable or any part thereof as of the date notified by the Bank to the Borrower via Notice;
- the Bank shall allow the Borrower to repay the Bank's Receivable or any part thereof without any Fee.
- 5.12. The Bank shall notify the Borrower via Notice free of charge of the date of expiration of the Fixed Interest Rate Term, Interest Rate change date, Interest Rate for the next Fixed Rate Term, current amount of the base interest rate and gross margin amount, all of the above no later than 2 months before they take effect and before commencement of application of the change. The Bank shall at the same time advise the Borrower of the conditions applicable to early repayment of the Bank's Receivable or any part thereof without a Fee. The above shall only apply in relation to Housing Loans.
- 5.13. The Bank shall publish the base interest rate value at the Branch and at [www.slsp.sk](http://www.slsp.sk).
- 5.14. If regular progressive repayment has been agreed in the Loan Agreement, the Bank may, once per calendar year, change the Loan instalment amount depending on the growth coefficient, provided that the Bank shall advise of its current value in the conditions set forth via Publication. The Bank shall carry out the change in the Loan instalment so as to keep the Final Loan Maturity unchanged. The Bank shall carry out the change in the Loan instalment 12 months from the last change in the Loan instalment at the earliest. The Bank shall notify the Borrower of the new Loan instalment amount via Notice.
- 5.15. If progressive repayment in stages has been agreed in the Loan Agreement, the Bank may, during the first stage once per calendar year, change the Loan instalment amount depending on the growth coefficient, provided that the Bank shall advise of its current value in the conditions set forth via Publication. After the first stage, the Bank may, once per calendar year, change the Loan instalment amount depending on the growth coefficient. The Bank shall carry out the change in the Loan instalment so as to keep the Final Loan Maturity unchanged. The Bank shall carry out the change in the instalment 12 months from the last change in the Loan instalment at the earliest. The Bank shall notify the Borrower of the new Loan instalment amount via Notice.
- 5.16. The Bank may change the growth coefficient values in due / stagewise progressive repayment for Serious Objective Reasons.
- 5.17. If there is a change in the parameters being the basis for the instalment amount (e.g. Interest Rate change) during the Loan Relationship, the Bank may change the instalment amount to keep the Final Maturity unchanged; the Bank shall notify the Borrower of the change via Notice.
- 5.18. The last instalment shall be in the amount of the balance of the Bank's Receivable.
- 5.19. If the Borrower paid more than the Bank's Receivable as of the Final Maturity date, The Bank shall notify the Borrower thereof via Notice. The Bank shall not apply any interest to any excess payment. The Bank is entitled to refund the excess payment to the Borrower's account with the Bank or to the account from which the excess payment amount was transferred.
- 5.20. Unless the Bank and the Borrower agree otherwise or unless the Borrower stipulates otherwise, unless early maturity of the Bank's Receivable applicable to all Borrowers was declared, and a person / entity other than the Bank exercises the mortgage over a real estate serving as the Security and transfers the balance of the proceeds to the Bank, the abbreviation of Final Maturity of the Bank's Receivable with maintaining the amount of monthly instalments shall be the consequence of receipt of such payment. The Bank shall advise the Borrower thereof.

## 6. SPECIAL PROVISIONS FOR MORTGAGES AND ADDITIONAL PROVISIONS FOR HOUSING LOANS

### SPECIAL PROVISIONS FOR MORTGAGES

- 6.1. The Borrower may request the Bank in writing to provide a Mortgage for Young People for the purposes set forth by the Banking Act. The request shall contain in particular Borrower details, details on the Mortgage for Young People requested and details on its purpose.
- 6.2. The Borrower to whom Mortgage was provided shall be entitled to Government Contribution. The Borrower to whom Mortgage for Young People was provided shall be entitled to Government Contribution for Young People. The terms of provision of the Government Contribution and of the Government Contribution for Young People shall be governed by the Banking Act.

- 6.3. The Government Contribution and the Government Contribution for Young People shall be provided in respect of the Mortgage in an amount not exceeding the amount set by the Banking Act per real estate intended for housing; this shall also apply to acquisition of a real estate as the estate by the entirety of spouses or to acquisition of a real estate as estate in common.
- 6.4. The Borrower shall apply for the Government Contribution and for the Government Contribution for Young People via the Bank.
- 6.5. The Government Contribution shall be provided to the Borrower on a single Loan Agreement each year during the set Mortgage maturity period. The Government Contribution for Young People shall be provided to the Borrower on a single Loan Agreement each year during 5 years from commencement of interest charging on the Mortgage for Young People; the Borrower shall be entitled to the Government Contribution after 5 years. An amendment to the Loan Agreement whereby the Mortgage is increased to no more than the amount stated in the Banking Act shall also be deemed the single Loan Agreement.
- 6.6. The Bank shall provide a contribution to the Interest Rate on the Mortgage for Young People to the Borrower in the amount set forth in the Loan Agreement. Only the Borrower meeting the conditions for awarding the Government Contribution for Young People shall be entitled to such contribution by the Bank. If it is proven that the Government Contribution for Young People credited to the Borrower was unauthorised, it shall apply that also crediting of the Bank's contribution was unauthorised.
- 6.7. The Bank shall credit the following to the Borrower: Government Contribution, Government Contribution for Young People and the Bank's contribution. The above credits shall be due on a monthly basis to the account agreed in the Loan Agreement without delay upon receipt of the funds from the Government.
- 6.8. The Borrower shall be entitled to the Government Contribution and to the Government Contribution for Young People only up to the amount of the Interest Rate.
- 6.9. The Borrower shall return the Government Contribution or the Government Contribution for Young People, if awarded to them without authorisation. Pursuant to the Payment Services Act, the Bank may debit the amount of the funds credited without authorisation to the Repayment Account even without submission of the payment order.

#### ADDITIONAL PROVISIONS FOR HOUSING LOANS

- 6.10. The provisions of this PsBC section governing Housing Loans shall prevail if there is a discrepancy with any other provisions of the PsBC. The provisions of this PsBC section governing Housing Loans shall supplement the other PsBC provisions.

#### *Housing Loan application requisites*

- 6.11. The Bank shall assess the Borrower's request for provision of a Housing Loan on the basis of an application and submitted documents and information.
- 6.12. The Borrower's application shall include, but not be limited to, the following data:
  - a) the Borrower (acceding borrowers);
  - b) the Borrower's income and expenses;
  - c) the Borrower's employer, employment or business, if business income is the Borrower's source of income; and
  - d) basic data on the Housing Loan applied for (especially the Loan amount).
- 6.13. On submitting the application to the Bank, the Borrower shall inform of the Housing Loan purpose and shall provide data on the real estate to be used as a security for the Bank's Receivable.
- 6.14. Along with the application the Client shall also submit documents, including, but not limited to, documents proving income, documents concerning the Housing Loan purpose (e.g. a purchase agreement or its draft), documents on the real estate that shall serve as the security, and any other documents requested by the Bank, as applicable.

#### *Housing Loan application procedure*

- 6.15. The Bank usually receives the application for a Housing Loan at the Branch, or allows submission of the application via means of remote communication. The Bank may also authorise a third party to receive the application.
- 6.16. The Borrower shall notify the Bank without delay of any changes in the data submitted in the application. The Bank may ask the Borrower to update or confirm the data in the application. The Bank may also request submission of a new application, if the original application was revoked, especially



due to the Borrower's failure to submit to the Bank the documents and information requested by the Bank.

In assessing the Housing Loan application, the Bank also assesses the Borrower's ability to repay the Housing Loan in conformity with statutory regulations.

- 6.17. The Bank shall inform the Borrower of the outcome of the Housing Loan application assessment. If the Bank rejects the application on the basis of information from the electronic register of data on consumer loans and other loans, the Bank shall notify the Borrower thereof.
- 6.18. The Borrower has the right to reconsider the Loan Agreement within 14 days of receiving the draft Loan Agreement. If the Borrower exercises their right of reconsideration, the Borrower shall not have the right to withdraw from the Loan Agreement within 14 days of concluding the Loan Agreement.

*Conditions for provision of the Housing Loan*

- 6.19. The Bank shall provide the Housing Loan within a reasonable period following compliance with the conditions for Housing Loan provision.
- 6.20. The conditions for provision are set forth in the Loan Agreement and in PsBC and GBC.
- 6.21. The conditions for provision of the Housing Loan include, without limitation:
- a) The Borrower has submitted the documents requested by the Bank, including, but not limited to, documents on the Borrower's Creditworthiness (e.g. the employer's confirmation on the amount of income, tax return, assets and liabilities statement) and documents proving the existence and value of the asset serving as the Security;
  - b) The Borrower has proven compliance with any other conditions for provision of the Loan set forth in the Loan Agreement (including, but not limited to, the creation and perfection of a pledge / mortgage or guarantee, submission of an effective insurance policy and the insurance company's confirmation on blocking the insurance benefit in favour of the Bank);
  - c) The establishment of the Security is not compromised, in particular there are no judicial, administrative or any other proceedings in connection with the Security;
  - d) there is no filing for bankruptcy over the Borrower's or Guarantor's assets, no petition for permission to restructure the Borrower or Guarantor, or no petition for judicial enforcement of a decision or no distress proceedings or no voluntary auction in respect of the Borrower's or Guarantor's assets, or the Borrower or the Guarantor has not entered into liquidation;
  - e) The Borrower is not in arrears with the repayment of any other receivable of the Bank;
  - f) The Borrower has proved the fulfilment of any other conditions for the provision of the Loan specified in the Loan Agreement;
  - g) It has not been proven that the Borrower's or Guarantor's declaration in connection with the Loan is incomplete or untrue;
  - d) None of the parties has terminated or withdrawn from the Loan Agreement; and
  - e) No Event of Default with regard to the Loan Agreement has occurred or persists.
- The Bank may provide the Loan also without compliance with the conditions for Loan provision.
- 6.22. The Loan Drawdown Period is set forth in the Loan Agreement, it commences on the day of compliance with the conditions for provision of the Housing Loan and usually ends 6 months from execution of the Loan Agreement. The Bank shall be entitled but not obliged to provide the Loan after expiration of the Loan Drawdown Period. The Borrower may request prolongation of the Loan Drawdown Period.
- 6.23. If the Borrower is not interested in provision of the Housing Loan, they shall notify the Bank thereof. In such case, the Loan Drawdown Period shall expire on the day when the Borrower has delivered the notice to the Bank.
- 6.24. The Bank shall provide the Housing Loan by crediting the Beneficiary Account pursuant to the Loan Agreement.
- 6.25. The Loan may be provided via a cashless transfer as a one-off payment or in Tranches.
- 6.26. If the Housing Loan is to be provided in Tranches, the Bank shall provide the Housing Loan on the basis of the application for the Tranche. The Bank may not require the application for the Tranche, if the Tranche amount is apparent from the document submitted by the Borrower to the Bank prior to provision of the Housing Loan. The maximum Tranche amount may not exceed the amount of the outstanding part of the Housing Loan.
- 6.27. The Bank may reduce the next Tranche by an amount, in which the Borrower did not prove the purpose of the Housing Loan in preceding Tranches.
- 6.28. If gradual financing is the purpose of the Housing Loan, other conditions of the Housing Loan provision shall be set forth in the Housing Loan provision schedule.
- 6.29. The creation and perfection of a mortgage over a real estate shall usually serve as a Security for the Bank's Receivable under the Housing Loan. The real estate that serves as the Security must be

insured and the insurance benefit must be blocked in favour of the Bank. The Bank may also require a guarantee or accession of a third party to the Borrower's debt under the Loan Agreement or another Security.

- 6.30. The Borrower incurs costs in connection with the Housing Loan and entering into the Loan Agreement, such costs including, without limitation, interest on the Housing Loan, Fees, valuation and insurance costs in respect of the real estate serving as the Security, costs associated with perfection of a different Security, or possibly costs for additional services associated with the Loan Agreement, if the use of additional services is a condition for obtaining the Housing Loan at the offered conditions.

*The Bank's procedure if the Borrower is in arrears with repayment of the Bank's Receivable under the Housing Loan*

- 6.31. The Bank shall notify the Borrower that an instalment on the Housing Loan was not paid within its maturity period, such notice to be made in writing or via a text message (SMS), no later than within 15 days from the maturity date of such instalment on the Housing Loan.
- 6.32. If the Borrower is in arrears with repayment of the Bank's Receivable or any part thereof, the Bank may:
- a) send notices of arrears and request the payment of the due amount;
  - b) apply interest on arrears from the first day of arrears;
  - c) impose a contractual fine for arrears agreed in the Loan Agreement;
  - d) If the Borrower is in arrears for more than 3 months, declare early maturity of the Bank's Receivable and demand repayment of the Bank's Receivable within a period announced by the Bank in a Notice on early maturity, terminate the Loan Agreement, or withdraw from the Loan Agreement with immediate effect;
  - e) exercise the mortgage over the real estate serving as the Security in conformity with statutory regulations;
  - f) assign the Bank's Receivable to entities pursuant to statutory provisions, if the Borrower has been in arrears for more than 90 consecutive days despite a written notice by the Bank;
  - g) exercise its rights in court proceedings, arbitration procedure, if jurisdiction of an arbitration tribunal has been agreed, or via entities providing alternative dispute settlement; or
  - h) recover the Bank's Receivable via authorised third parties pursuant to statutory provisions.
- 6.33. Pursuant to statutory provisions, the Bank shall also provide data on the Borrower being in arrears with repayment of the Bank's Receivable, as well as data on cessation of the arrears, without the Borrower's consent, to at least one electronic register of data on consumer loans and other loans.

*Conditions of exercise of mortgage over the real estate serving as the Security for the Bank's Receivable under the Housing Loan*

- 6.34. Unless the Bank's Receivable is repaid duly and in time, the Bank may recover the receivable via exercise of the mortgage by selling the real estate serving as the Security at an auction pursuant to a specific law or by selling it pursuant to specific laws.

*Information on the Borrower's rights applicable to early repayment of the Housing Loan*

- 6.35. The Borrower may repay the Bank's Receivable or any part thereof early. The Borrower shall notify the Bank in writing of their will to repay the Bank's Receivable or any part thereof early. The Borrower shall ensure funds for repayment of the Bank's Receivable no later than as of the moment of the early repayment notice; this shall not apply if the Borrower wishes to make the early repayment of the Bank's Receivable as of a different day than the current day.
- 6.36. If the Borrower does the following in connection with expiration of the Fixed Term or change to the variable Interest Rate
- a) Informs of their will to repay the Bank's Receivable or any part thereof early; and
  - b) Ensures sufficient funds for repayment of the Bank's Receivable or any part thereof in the Repayment Account or in the Bank's Account as of the day notified by the Bank to the Borrower via Notice;
- 6.37. The Bank shall allow the Borrower to repay the Bank's Receivable or any part thereof without a Fee.
- 6.38. The Bank shall notify the Borrower via Notice free of charge of the date of expiration of the Fixed Rate Term for the Interest Rate, the Interest Rate change date, the Interest Rate for the next Fixed Rate Term, the current value of the base interest rate and the gross margin amount, such notice to be made no later than 2 months before making and applying the change. The Bank shall at the same time instruct the Borrower on the terms and conditions of early repayment of the Bank's Receivable or any part thereof without a Fee."

## 7. REPRESENTATIONS AND SOME DUTIES OF THE BORROWER AND THE GUARANTOR

- 7.1. Both the Borrower and the Guarantor represent and warrant that:
- a) All information and supporting documents provided to the Bank by them in connection with the Loan are complete and truthful;
  - b) The Creditworthiness has not deteriorated from submission of the Loan application to execution of the Loan Agreement or the Security Agreement; and
  - c) During the Loan Relationship, they shall execute no act that would compromise the ability to repay the Bank's Receivable, reduce the Security value or secure another liability with the Security without the Bank's consent.
- 7.2. If, during the Loan Relationship, the Creditworthiness deteriorates or if there is a change to any data provided by the Borrower or by the Guarantor to the Bank in connection with the Loan, they shall immediately notify the Bank thereof.
- 7.3. The Borrower or the Guarantor shall furnish documents and information proving their Creditworthiness on the Bank's request.
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## 8. EVENTS OF DEFAULT AND THEIR CONSEQUENCES

- 8.1. The following shall be deemed an Event of Default:
- a) The Borrower's delay with Repayment of the Bank's Receivable by more than 3 months;
  - b) The Borrower's liability to the Bank or to any other creditors, which is secured by the same Security as the Bank's Receivable, is not being repaid;
  - c) Failure to provide additional sufficient Security within a set deadline, if the Security deteriorated, ceased to exist, or the Security has not been established, and for this purpose a deterioration of the Security is considered to be a situation if the current level of the Security value indicator is 25% higher than it should be if the Security had not deteriorated. To compare the amount of the Security value indicator, the ratio between the current amount of the Bank's Receivable and the current value of the Security is compared against the ratio of the current amount of the Bank's Receivable and the Security value used to calculate the Security value indicator at the time of concluding the Loan Agreement;
  - d) Failure to prove meeting of the Loan purpose;
  - e) If another receivable of the Bank secured by the same Security as the Bank's Receivable is not being repaid; or
  - f) Material or repeated breach of the Borrower's obligation under the Loan Agreement or of the Guarantor's obligation under the Security Agreement; or

If any of the above Events of Default occurs, the Bank may:

- a) declare early maturity of the Bank's Receivable and request repayment of the Bank's Receivable within a period set by the Bank in the Early Maturity Notice;
  - b) terminate the Loan Agreement; or
  - c) withdraw from the Loan Agreement with immediate effect.
- 8.2. The following shall be further deemed an Event of Default:
- a) Breach of the Borrower's obligation under the Loan Agreement or the Guarantor's obligation under the Security Agreement, which, despite the Bank's request, is not rectified within a specified period of not less than 15 Business Days;
  - b) The Borrower's or the Guarantor's representation in connection with the Loan proves to be incomplete or false;
- If any of the Events of Default as per this or the preceding section occurs, the Bank may increase the Interest Rate, including the fixed interest rate, by 2% p.a..
- 8.3. The Bank may only apply the increased Interest rate value as long as the Event of Default persists.
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## 9. MISCELLANEOUS

- 9.1. If the Bank is authorised to change the conditions of the Loan Relationship, it shall notify the Borrower of the change in the respective Loan Relationship condition and of the effective date of the change via Notice or inform via Publication. The Bank may only amend the terms and conditions of the Loan Relationship under which the Housing Loan was provided in conformity with the Housing Loans Act.

- 9.2. If several persons are committed under the Loan Agreement on the Borrower's side, they shall be jointly and severally liable for settlement of the liabilities under the Loan Agreement. An act of any of the Borrowers towards the Bank shall be deemed an act of all Borrowers. The Bank's act shall apply to all Borrowers, if executed at least with regard to any one of them. The Borrower with whom the Bank acted shall inform the other Borrowers of the executed act.
- 9.3. Both the Borrower and the Guarantor agree that the Bank accepts the performance of their liability offered by a third party.
- 9.4. Unless the Bank's Receivable is repaid duly and on time, the Guarantor may also repay the Bank's Receivable early, provided that the Guarantor shall notify the Bank thereof.
- 9.5. The annexes to the Loan Agreement shall constitute its part.
- 9.6. The Loan Agreement shall be entered into for a definite term, in particular for the Loan Relationship term.
- 9.7. The PsBC and the GBC shall apply up to termination of the Loan Relationship. If the Loan Agreement was terminated earlier, the Loan Relationship shall be governed by the PsBC and the GBC in force at the time of termination of the Loan Agreement.
- 9.8. If the term Loan Agreement is used in the Loan Agreement, in the PsBC or in other documents, it shall refer to the Loan Agreement including all its parts and annexes, unless the context of the said provision implies otherwise.
- 9.9. The parties may withdraw from the Loan Agreement only in cases agreed in the Loan Agreement, or if such right is granted to them under statutory provisions.
- 9.10. The Guarantor shall not be authorised to terminate the Security Agreement securing the Bank's Receivable until the moment of extinguishment of the Bank's Receivable.
- 9.11. Any and all receivables that originated under the Loan Agreement shall become due no later than as of the Loan Agreement termination date.
- 9.12. If the Borrower has concluded an agreement with the Bank on the provision of the Internetbanking Electronic Service, version George, the Bank shall also deliver documents to the Borrower through this service.

## 10. FINAL PROVISIONS

- 10.1. The Bank may amend the PsBC; for Contracts entered into for a definite term, the Bank may only amend the PsBC for Serious Objective Reasons.
- 10.2. The Bank shall inform of any amendment to:
  - a) the PsBC;
  - b) the due dates for interest, interest on arrears and Fees, as well as of the manner of their repayment;
  - c) the manner of repayment of the Bank's Receivable;
  - d) the growth coefficient in due / stagewise progressive repayment, the Loan instalment amount depending on the growth coefficient; or
  - e) the variable or variable preferential Interest Rate;
 via Notice no later than 2 calendar months in advance. If the Borrower disagrees with any amendment in the part concerning the Bank Product provided to the Borrower, the Borrower may terminate the Contract for such Bank Product with immediate effect and free of charge before the amendment becomes effective. If there are several participants on the side of the Borrower, the disagreement with the amendment may be expressed by any of them with effects for all. The amendment shall become effective on the day stated in the amended document, unless the Borrower terminates the Contract.
- 10.3. The Bank may supplement the PsBC due to an extension of the banking services. The Bank shall inform of the supplementation of the PsBC via Publication no later than 1 calendar month in advance.
- 10.4. The PsBC shall become effective as of 1 January 2015. Upon becoming effective, the PsBC shall supersede and replace the Business Conditions of Slovenská sporiteľňa, a.s., for the Provision of Loans and Overdraft Facilities to Private Clients and to MICRO Entrepreneurs issued by the Bank with legal effect as of 1 July 2007 in the sections that governed the provision of an Instalment Loan to consumers, the Business Conditions of Slovenská sporiteľňa, a.s., for the Provision of Mortgages to Natural Persons issued by the Bank with legal effect as of 1 January 2003 and the General Business Conditions issued by the Bank with legal effect as of 1 August 2002, in the sections that governed the terms of the Bank Product stated in the PsBC.



## BASIC INFORMATION

Slovenská sporiteľňa, a. s.

Tomášikova 48, 832 37 Bratislava

IČO (Identification number): 00 151 653

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

BIC SWIFT: GIBASKBX

VAT No.: SK7020000262

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## CONTACT DETAILS

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## SUPERVISORY AUTHORITY

National Bank of Slovakia

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