

GENERAL BUSINESS CONDITIONS  
OF SLOVENSKÁ SPORITELŇA, A.S.

effective from 1 January 2015

GBC – Natural person - sole trader, Legal entity,  
Public and NGO sector

in wording effective from 1 January 2019

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TERMS AND DEFINITIONS

<b>Authentication Number</b>	The agreed code for identification of the Client in distance communication; unless provided otherwise in the Contract, it is the number of the Client's account, the discrete code issued to Client's payment card, the last four digits of the payment card of the person acting on behalf of the Client, the number of the Bank Product provided to the Client, the number of the application or request for a Bank Product intended for the Client.
<b>Bank</b>	Slovenská sporiteľňa, a.s., having its registered office at Tomášikova 48, 832 37 Bratislava, Id. No. 00 151 653, registered in the Commercial Register maintained by the Bratislava I District Court, section: Sa, file No 601/B.
<b>Banking Day</b>	A calendar day, on which the Bank performs its business; a Banking Day shall not be a day, which the Bank declares to be non-banking day due to serious operational reasons.
<b>Bank Product</b>	A product or service provided to the Client on the agreed terms.
<b>Tax Withholding</b>	Any tax withholding on any payment made under a Contract, except for the FATCA Withholding. Tax shall refer to any special levy stipulated by a statutory regulation, tax, advance payment or security obligation in respect of tax, and any other related fee, where the obligation to pay the above in connection with the establishment or duration of the legal relationship between the Bank and the Client exists or will arise in the future based on an amendment to statutory regulations.
<b>Confidential Information</b>	All information concerning the Client provided to the Bank, which is not publicly available, including any information, which is subject to banking secret, trade secret or which is legally protected under statutory regulations governing personal data protection.
<b>FATCA</b>	Foreign Accounts Tax Compliance Act or any other associated regulations applicable to the intergovernmental agreement between the United States of America and another country, which implement this regulation, or any agreement entered into in conformity with the implementation of this regulation with the US Internal Revenue Service, the Government of the United States of America or with any government or tax agency in another country.
<b>FATCA Withholding</b>	Any withholding applied to any payment made under a Contract required under FATCA.
<b>Identification Number</b>	The assigned code for the identification of the Client in distance communication; unless in the Contract provided otherwise, it is the given name, surname, address and the digits in the birth registration number of the Client following after the slash.
<b>Client</b>	A person, who is in a contractual relationship or who expresses the interest to enter into a contractual relationship with the Bank.
<b>Branch</b>	Operating premises of the Bank usually used for performing banking business.
<b>Business Day</b>	A working day, on which the Bank and payment service institutions perform their business; a Business Day shall not be a day, which the Bank declares to be non-business day due to serious operational reasons
<b>Personal Data</b>	Data concerning a natural person pursuant to statutory regulations governing personal data protection..
<b>Instruction</b>	An order, payment order or other request by the Client addressed to the Bank.
<b>Fee</b>	The consideration set by the Bank for the provision of a Bank Product and the related service.

<b>Complaint</b>	The exercise of the Client's right under the liability for defects of a Bank Product.
<b>Complaints Rulebook</b>	A document describing the procedures for handling of Complaints.
<b>Rules of Procedure</b>	the Rules of Procedure of the Court of Arbitration published in the Commercial Journal.
<b>Court of Arbitration</b>	The Permanent Court of Arbitration of the Slovak Banking Association having its registered office at Rajska 15/A, 811 08 Bratislava 1, IČO: 30 813 182.
<b>Service Charge List</b>	A document issued by the Bank specifying the Fees, their amount or method of determination, their maturity and payment terms.
<b>Bank Group</b>	The company Erste Group Bank AG, Vienna, Republic of Austria and persons, in which it holds an equity participation; the list of such persons is published by the Bank at <a href="http://www.slsp.sk">www.slsp.sk</a> and in a Branch.
<b>Statutes</b>	The Statutes of the Court of Arbitration of the Slovak Banking Association having its registered office at Rajska 15/A, 811 08 Bratislava 1, Id. No. 30 813 182, published in the Commercial Journal.
<b>GBC</b>	These General Business Conditions of Slovenská sporiteľňa, a.s.
<b>Contract</b>	A contract entered into between the Bank and the Client.
<b>Distance Contract</b>	A contract entered into by distance communication means.
<b>Publication</b>	Making available of a document issued by the Bank in a Branch, at <a href="http://www.slsp.sk">www.slsp.sk</a> or in any other manner, which makes it possible for the Client to get acquainted with the document.

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## 1. FUNDAMENTAL PROVISIONS

- 1.1. These GBC form part of the Contract entered into between the Bank and the Client:
  - a) being a natural person (sole trader), who enters into and performs the Contract as part of its business or other entrepreneurial activities;
  - b) being a legal entity, or
  - c) being the owners of flats and non-residential premises, represented by the property manager acting in the property management role.
- 1.2. The GBC also apply to relationships, whose aim is to enter into a Contract, regardless of the fact whether or not the Contract is actually entered into.
- 1.3. The GBC shall also apply to relationships with a natural person, who assumes the rights and obligations of the Client under the Contract or who provides a security for the obligation of the Client under the Contract.
- 1.4. The GBC are available at [www.slsp.sk](http://www.slsp.sk) and at each Branch.
- 1.5. The Bank offers Bank Products on contract basis. The terms and conditions, under which a Bank Product is provided, are described in the product-specific business conditions for the Bank Product concerned. The Bank shall publish the information about the terms and conditions of bank deals at [www.slsp.sk](http://www.slsp.sk) and at each Branch as conditions stipulated via Publication; The Bank may change the conditions stipulated via Publication.
- 1.6. The Client shall have no claim for the provision of a Bank Product or a benefit, even if the Client has previously been provided with another Bank Product or benefit. The Bank shall provide to the Client a benefit upon the Client's request after checking that the conditions for the provision of the benefit are met.
- 1.7. The Contract and the product-specific business conditions shall prevail over these GBC. The Contract shall prevail over the product-specific business conditions. The GBC always complement the Contract and the product-specific business conditions.
- 1.8. Capitalised terms shall have the meaning agreed on in the Contract, in the product-specific business conditions or in the GBC.
- 1.9. Legal relationships, which came into existence prior to the effective date of these GBC and which are not regulated by the GBC or the product-specific business conditions, shall be governed by the most closely related provisions of the GBC or the product-specific business conditions.

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## 2. ACTING BY THE CLIENT

- 2.1. The Client shall be obliged to present, before entering into a bank deal and at any time, if and when requested by the Bank during the term of the Contract, to the Bank a proof of their foundation, incorporation or legal existence (document proving legal personality).
- 2.2. In case of a change of the composition of the statutory representative organ of the Client, the Bank shall take such change into account as of the moment of receiving an original or an officially certified copy of the decision of the organ authorised to carry out such change, or an excerpt from the relevant register confirming the change, unless the Bank becomes aware of the change at an earlier point of time.
- 2.3. A Client, who is registered in the commercial register, shall, in case of a change of the data entered in the commercial register, bring the content of register entry into line with the actual and true state; the Client shall present to the Bank an updated excerpt from the commercial register immediately after registering the changes. This provision shall also apply to changes in the trade register or in any other statutory register.
- 2.4. A person acting on the Client's behalf shall present to the Bank documents proving his/her capacity to act on the Client's behalf. The Bank may demand the presentation of such documents before any act by the Client.
- 2.5. Authorised representative of a Client shall present to the Bank a written power of attorney with officially certified signature of the Client. The Bank may authenticate the signature of the Client for internal purposes.
- 2.6. When carrying out any bank deal, the Bank shall have the right to demand proof of identity from the Client. When carrying out any bank deal, the Client shall be obliged to grant such demand by the Bank. Unless provided otherwise by law, the Bank may refuse to carry out a bank deal, in which the Client's anonymity is to be maintained. If the Client signed a document outside of a Branch, the Bank may demand that the Client's signature be officially certified.

- 2.7. The Client or their representative shall prove their identity by presenting a valid identity document or in any other manner provided for in the law. The Bank may demand additional proof of identity.
  - 2.8. When carrying out a bank deal using distance communication means, the Client or a person acting on the Client's behalf shall prove their identity with the Identification Number and Authentication Number.
  - 2.9. If a Client is not capable of reading or writing, the Bank may require that the act is carried out in the form of an official record.
  - 2.10. Communication with the Client usually takes place in the Slovak language
  - 2.11. The Bank shall have the right to record communication with the Client using technical means even without prior notice. The Bank shall have the right to keep on archive records made and copies of information and documents received from the Client or third parties. The Bank may use such records and copies as evidence in any proceedings in front of the relevant authorities.
  - 2.12. Clients shall present the required documents to the Bank in original or as certified copies. The Bank may demand an official certification of signatures of persons that issued the document. A document issued or certified in a foreign country shall be presented by the Client as a legalised document or with an Apostille according to the Hague Convention of 5 October 1961 Abolishing the Requirement for Legalisation for Foreign Public Documents. A document in a foreign language shall be presented with official translation into the Slovak language. The Bank shall only use the translation into the Slovak language, without scrutinising whether or not it corresponds to the original language version.
  - 2.13. The Bank may require that copies of documents and signatures appearing on documents are officially certified.
  - 2.14. The Bank shall assess the completeness, creditworthiness and acceptability of the documents presented to it in its sole discretion.
  - 2.15. If the Bank demands the submission of additional documents to carry out a bank deal, the Client shall be obliged to present the same within the set period of time. The Bank may demand from the Client that certain notices, which were not given in writing, are confirmed within 3 working days by delivering a counterpart in writing to the Bank. In case the Client fails to deliver such confirmation within the said period of time, the Bank shall not be obliged to take the relevant notice into account.
  - 2.16. The Client shall be obliged to check any confirmations, statements, notices and other documents sent to them by the Bank. The Client shall be obliged to check that all their Instructions were duly executed by the Bank. In case the Client discovers any error, they shall notify the Bank thereof with no delay. The Bank shall correct any errors so discovered without undue delay, unless prevented from doing so by any other fact.
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### 3. SELLING OF BANK PRODUCTS

- 3.1. The Bank usually enters into bank deals in a Branch or using distance communication means. The Bank may authorise a third party to make a deal.
  - 3.2. Distance communication means include in particular the Bank's electronic services, e-mail, internet, telephone, SMS, MMS and addressed letter.
  - 3.3. The Bank shall inform the Client of the manner of concluding a Distance Contract and of the terms applicable thereto, before entering into such contract.
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### 4. INSTRUCTIONS

- 4.1. The Bank shall accept an Instruction, provided the instruction:
  - a) is definite, intelligible and accurate;
  - b) has been duly delivered,
  - c) has been duly signed, and
  - d) complies with the statutory regulations and the agreed terms and conditions.
- 4.2. A Client may change or cancel an Instruction until the moment of its execution.
- 4.3. The Bank will not accept Instructions at times of restricted or interrupted operation of a Branch or during the unavailability of the Bank's electronic services. If possible under the circumstances, the Bank shall inform in advance that no Instructions will be accepted.
- 4.4. The Bank shall not verify the correctness or completeness of data provided by the Client in an Instruction. The Bank shall not be liable for the consequences of the execution of an Instruction.
- 4.5. The Bank will not execute an Instruction, if:
  - a) the Instruction does not meet any of the conditions contained in the present article;
  - b) it is prevented from the execution of the Instruction by a legal regulation or a decision of a competent authority;

- c) the account balance is not sufficient for executing the Instruction, or
  - d) the Bank suspects that the money is intended to commit a crime or originates from criminal activity or involvement in criminal activity.
- 4.6. No later than as of the Business Day following after the day of becoming aware, in a credible manner, of the death or dissolution of a Client, the Bank will not execute any Instructions.
  - 4.7. The Bank shall postpone the execution of an Instruction, if execution is prevented by an extraordinary event (e.g. technical problems, natural disasters) or the Bank is in doubt whether or not the Instruction was given by an authorised person. The Bank shall execute the postponed Instruction without unreasonable delay after the hindrance ceases to exist.
  - 4.8. Unless agreed or specified otherwise, the Bank shall execute the Instruction within the period of time specified by law. In any other case, it shall do so within a reasonable period of time, considering the complexity of the Instruction.
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## 5. INTEREST, FEES AND COST

- 5.1. The interest rates applicable to Bank Products are agreed in the Contract or specified in terms and conditions stipulated via Publication.
  - 5.2. The interest basis used by the Bank for computation of interest and default interest shall be specified by the Bank in terms and conditions stipulated via Publication. The Bank may unilaterally change the interest basis.
  - 5.3. The Client shall pay the Fees, commissions and cost according to the current Service Charge List, the Contract and the applicable Publication.
  - 5.4. The Service Charge List is available at [www.slsp.sk](http://www.slsp.sk) and at each Branch.
  - 5.5. A Fee shall be payable on the date specified in the Service Charge List. If no payable date of a Fee has been agreed, the Fee shall be payable on the day of carrying out the action, which is subject to the Fee.
  - 5.6. Under the Payment Services Act, the Bank may deduct the amount of the Fee from any account of the Client opened with the Bank even if no payment order is submitted or set-off its receivable in the amount of the Fee against any receivable of the Client against the Bank.
  - 5.7. The Bank shall have the right to change the Service Charge List unilaterally. The Bank shall inform of the change or amendment of the Service Charge List at least 15 calendar days in advance. The change of the Service Charge List shall become effective on the day of Publication of the changed part of the Service Charge List or of the full Service Charge List, unless provided otherwise.
  - 5.8. The Bank may provide a discount on the Fees. The provision and cancellation of a discount shall not constitute a change of the Service Charge List.
  - 5.9. The Client shall reimburse the Bank for any and all cost incurred by the Bank in connection with the conclusion, amendment or termination of the Contract, including in particular notaries, court, administrative and other fees and the cost of legal services and services of official experts, tax and economic advisors, translators and interpreters.
  - 5.10. The Client agrees to pay to the Bank with no delay, at the Bank's request, the amount of increased justified cost in connection with the conclusion or performance of the Contract or in connection with the financing of the Bank's payables under the Contract, arising due to a change of market situation, as well as any additional cost incurred as a result of a change of existing or adoption of new statutory regulations.
  - 5.11. In case the balance on the Client's account is not sufficient for payment of Fees, which are payable, the Bank shall nevertheless debit the Client's account and put it into unauthorised overdraft.
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## 6. SERVICE OF NOTICES

### *Service of Notices to Client*

- 6.1. The Bank shall deliver notices to the Client:
  - a) by hand delivery or delivery service, or
  - b) by mail or
  - c) in electronic form.
- 6.2. A notice delivered by hand delivery or delivery service shall be deemed delivered in the moment of acceptance; in case the Client rejects acceptance of the notice, it shall be deemed delivered in the moment of rejected acceptance. Hand delivery shall be deemed to include takeover of documents at a Branch.

- 6.3. A notice sent by mail shall be deemed delivered on the third day after the sending date or, if sent to a foreign country, on the seventh day after the sending date, even if the Client thwarts the delivery of the notice or does not become aware of the notice being delivered. The Bank sends notices usually as regular (not registered) mail.
- 6.4. A notice delivered in electronic form shall be deemed delivered on the day following after the sending date, unless an earlier moment of delivery is proven.
- 6.5. For service of notices, the Bank uses the contact information of the Client, which the Client provided to the Bank. The Client shall inform the Bank of any change to such contact information. In case the Client fails to inform the Bank of any such change, a notice addressed to the last known contact information of the Client shall be deemed duly delivered.
- 6.6. The Bank may, for communication with the Client, also use the format of short message service (SMS) or e-mail messages. The Client acknowledges that such communication may also contain information, requests or warnings.
- 6.7. A change of contact information notified to the Bank applies to all Bank Products, unless agreed otherwise.
- 6.8. In case any agreed written communication, including in particular documents relating to the execution of Instructions and receipt of funds, is not delivered, the Client shall inform the Bank thereof with no delay, after the lapse of the period of time, within which such written communication should have been delivered. The Bank shall not be liable for the damage, if any, caused by the failed delivery of a notice.

*Service of notices to the Bank*

- 6.9. The Client shall deliver documents to the Bank personally at a Branch, electronically in the agreed manner or by mail to the address of the Bank's registered office. Contact information of the Bank for the purposes of communication between the Bank and the Client is available at [www.slsp.sk](http://www.slsp.sk).
  - 6.10. The Bank may accept the submission of documents stipulated by the Bank also from the Client's e-mail address agreed as the Client's correspondence address. The Bank always has the right to request that the original document be submitted.
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## 7. CONFIDENTIAL INFORMATION

- 7.1. The Bank agrees to treat Confidential Information in accordance with the statutory regulations and to maintain the confidentiality of such information also after the termination of the contractual relationship between the Bank and the Client.
- 7.2. The Bank shall have the right to disclose Confidential Information to third parties only in the cases, in the extent and subject to the terms:
  - a) laid down by statutory regulations;
  - b) contained in decisions of competent authorities;
  - c) agreed in the GBC, the product-specific business conditions or in Contracts, or
  - d) specified in the written consent granted by the Client to the Bank.
- 7.3. The Client agrees that the Bank may provide Confidential Information to:
  - a) a member of the Bank Group;
  - b) another bank;
  - c) a third party, with whom the Bank co-operates in the provision and execution of bank deals or in marketing activities and performance of marketing surveys;
  - d) a third party, whom the Bank authorised to perform its statutory or contractual obligations;
  - e) a third party, whom the Bank authorised to exercise and protect the Bank's rights or with whom the Bank cooperates in the exercise and protection of such rights ; and
  - f) a third party, with whom the Bank is negotiating or agrees on a change of the person of the creditor or debtor;
 provided however that such parties make arrangements for the protection of Confidential Information against misuse.
- 7.4. The Client agrees that the Bank may provide Confidential Information to a third party:
  - a) for the purpose of proving insolvency of the Client pursuant to the Bankruptcy and Restructuring Act;
  - b) who is the payee or payer in the processing of payments, including the payee's bank and the payer's bank; and
  - c) who is authorised to carry out transactions with the funds on the Client's account.

- 7.5. The Client (being a debtor) agrees that the Bank may provide Confidential Information to a person, who participates in the performance of or in the provision of security for the receivable of the Bank, or who expresses the intention to do so.
  - 7.6. The Client, who participates in the performance of or who provided a security for the receivable of the Bank, agrees that the Bank may provide Confidential Information to a person:
    - a) in whose place the Client performed an obligation or for whom the Client provided a security, or
    - b) who also made a performance to the Bank under or provided a security for the same receivable.
  - 7.7. A third party (supplier) may provide Confidential Information to another person (sub-contractor), if necessary for the performance of the third party's (supplier's) obligation towards the Bank. The Bank shall impose on such third party (supplier) the obligation to protect Confidential Information in the same extent as is guaranteed by the Bank.
  - 7.8. The consent of the Client to the provision of Confidential Information shall remain valid for the entire retention period required by statutory regulations.
  - 7.9. Without the previous written consent of the Bank, the Client shall not be authorised to disclose any information obtained in connection with any bank deal to any third party. Disclosure of such information to a member of the borrower's Group shall not be deemed a breach of this obligation.
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## 8. PERSONAL DATA

- 8.1. The Bank shall process the Client's Personal Data for the following purposes:
    - a) Client identification;
    - b) negotiation, conclusion, execution and subsequent control of bank deals;
    - c) administration of the contractual relationship between the Client and the Bank or a member of the Bank Group;
    - d) protection and enforcement of the rights of the Bank or a member of the Bank Group;
    - e) creation, maintaining and provision of information from or to the register of banking information pursuant to the Banking Act or another legal regulation;
    - f) documenting the activities of the Bank or a member of the Bank Group;
    - g) for purposes related to the activities of the Bank or a member of the Bank Group; and
    - h) for fulfilling the tasks and obligations of the Bank pursuant to statutory regulations.
  - 8.2. The Bank shall process the Personal Data, have Personal Data processed by or disclose Personal Data to third parties in the extent and on the terms:
    - a) laid down by statutory regulations;
    - b) required by decisions of competent authorities;
    - c) agreed in the Contract, product-specific business conditions, the GBC or
    - d) specified in the written consent of the Client.
  - 8.3. The Bank may transmit Personal Data also outside the European Union in the extent necessary for achieving the purpose specified in the present Article of GBC.
  - 8.4. The extent and the conditions of the Client's consent to the processing of Personal Data, which the Bank acquired prior to the effective date of the GBC, shall remain in place for the duration of the purpose of processing.
  - 8.5. The Client may in writing take back their consent to the processing of Personal Data. The taking back of the consent does not apply to cases, in which the Bank is authorised to process Personal Data even without the Client's consent.
  - 8.6. The Bank may process Personal Data in the extent necessary for marketing activities or marketing surveys based on the Client's consent. The consent shall be valid for the term of the contractual relationship between the Bank and the Client and for one year after the termination of such contractual relationship. The Client may take back their consent at any time, at no expense and without a cause. The consent may be taken back in writing, electronically, by telephone using the Sportel line or personally at a Branch.
  - 8.7. In case the Client provides to the Bank Personal Data of another natural person, the Client represents that they have provably obtained the consent of the person concerned to do so.
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## 9. DECLARATION BY CLIENT

- 9.1. The Client acknowledges that, pursuant to the Act on the prevention of money laundering and terrorist financing, they are obliged to present to the Bank, upon request, a written statement containing the identification data of the beneficial owner.



- 9.2. The Client acknowledges that, pursuant to the Act on the prevention of money laundering and terrorist financing, they are obliged to inform the Bank in writing when establishing a contractual relationship and during the term thereof, whether or not the Client is a politically exposed person. The Client acknowledges that, if they fail to inform the Bank, the Bank shall consider the Client to be a person, who is not politically exposed.
- 9.3. The Client shall be obliged to inform the Bank with no delay of all facts proving whether or not the Client is a person, whose deposits are or should be protected in the extent and on the terms laid down by statutory regulations.
- 9.4. The Client acknowledges that they are obliged to inform the Bank in writing when establishing a contractual relationship and during the term thereof whether or not they have a special relationship to the Bank, and disclose truthful information to the Bank required to verify whether they have a special relationship to the Bank. If the Client failed to provide truthful information to the Bank to allow the Bank to verify the above, and it is proven in turn that the Client had a special relationship to the Bank, the guarantee agreement, the current account agreement, the deposit account agreement or the deposit agreement entered into between the Bank and the Client shall become null and void; any loan granted (including any interest thereon for the entire agreed term of the loan) shall immediately mature on the day, on which the Bank became aware of these data being false.
- 9.5. The Client acknowledges that, for the purpose of fulfilling the obligations to tax authorities, they shall prove to the Bank in writing the facts decisive for the assessment of tax domicile.
- 9.6. The Client declares that they carry out any bank deals on their own account and using their own funds. Otherwise, the Client shall present to the Bank a written declaration identifying the person, who is the owner of the funds and on whose account the bank deal is carried out. At the same time, the Client shall present the written consent of the person concerned to the use of the funds and to the performance of the bank deal on that person's account.
- 9.7. The Client declares that, upon entering into the Contract, they were informed of the annual percentage rate (in case a rate of interest was agreed on) and on the payments required from the Client and those to be provided for the Client's benefit, which are related to the bank deal.
- 9.8. The Client declares that, prior to the execution of a payment to a high-risk country, they were informed by the Bank about the risks pertaining to the execution of such payment transaction. The Client acknowledges that the Bank shall not be liable for damages incurred by the Client by a payment transaction to a high-risk country executed at the Client's request. A high-risk country is a country, where, considering the overall situation, early receipt of the funds by the recipient bank cannot be guaranteed or where it is reasonable to expect that the payment will be returned reduced by the amount of fees of the recipient bank.
- 9.9. The Client declares that neither them nor any member of the Client's statutory or any other body:
- a) is a person subject to imposition of any international sanctions or a party to any transaction or any other action as a result of which they could become a person subject to imposition of international sanctions;
  - b) is or ever was the target of any claim, investigation or any other action in connection with any international sanctions;
  - c) is or ever was a party to any transaction that, as for its purpose of consequence, directly or indirectly circumvents or violates any international sanctions; or
  - d) is or ever was a party to any business or other activities, where any party to such activities was a person subject to imposition of any international sanction, or from which such person would benefit contrary to any international sanctions applicable to such person.

## 10. LIABILITY

- 10.1. The Bank shall be liable for any damage caused by the breach of their obligations, for which the Bank is responsible. The principle of objective liability of the Bank is excluded. The Bank shall not be obliged to compensate the Client for any unearned profits.
- 10.2. The following shall not be deemed a breach of the Bank's obligations:
- a) acts or omissions by competent authorities;
  - b) falsification or alteration of an Instruction or of any other document, as applicable, by the Client or by a third party other than the Bank;
  - c) execution of an Instruction according to Client's requirements;
  - d) rejected acceptance of an Instruction;
  - e) differences in cash established outside the teller's desk;
  - f) non-execution or postponement of execution of an Instruction in accordance with the GBC;

- g) change in currency value, or
  - h) event of force majeure and other events outside the control of the Bank, such as natural disaster, strike, shortage of energy and services.
- 10.3. The Bank shall further not be liable for damages incurred due to events under the control of the Client or events, for which the Client is responsible, or for damages incurred due to a breach or delay in performance of any of the Client's obligations towards the Bank.
- 10.4. The Client as the indemnitor undertakes to compensate the Bank as the indemnitee for any damage, which the Bank incurs due to the execution of an Instruction, which the Bank is not obliged to execute. The Client as indemnitor shall compensate the Bank as the indemnitee for any and all damages and expenses incurred by the Bank in this connection.
- 10.5. The non-exercise of a claim for damages by the Bank shall not operate as a waiver thereof by the Bank.
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## 11. SETTING-OFF

- 11.1. The Bank shall have the right to set off any of its receivables from the Client against any receivables of that Client from the Bank, regardless of the fact whether such receivables are future, current, due or not due, statute-barred or not statute-barred, and such set-off may be carried out in the order determined by the Bank.
- 11.2. The Bank shall have the right to set off also receivables in different currencies, even if such currencies are not freely convertible, using an exchange rate determined by the Bank in the customary manner and according to customary practice on the financial market.
- 11.3. The Bank and the Client have agreed that the provision of Section 361 of the Commercial Code shall not apply to any contractual relationship entered into between the Bank and the Client.
- 11.4. The Client shall not be authorised to set-off unilaterally their receivables from the Bank against any receivables of the Bank from the Client.
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## 12. ASSIGNMENT OF RECEIVABLES

- 12.1. The Bank shall have the right to assign to any third party any of its receivables from the Client, whether future, current, due or not due and statute-barred or not statute-barred
- 12.2. The Client may assign their receivables from the Bank with the previous written consent of the Bank only. The previous written consent of the Bank is not required, if establishing a pledge over the receivables of the Client (as the Pledgor) against the Bank for the benefit of the Bank as the Pledgee.
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## 13. DISPUTE RESOLUTION BY THE COURT OF ARBITRATION - ARBITRATION CLAUSE

The Bank and the Client have agreed to enter into an arbitration agreement in the form of an arbitration clause to the Contract, reading as follows:

- 13.1. Any and all disputes, which have arisen or will arise out of bank deals or in connection with a bill of exchange/promissory note issued by the Client for the benefit of the Bank, and any and all disputes, which have arisen or will arise out of or in connection with Contracts governing the terms of execution of bank deals, including disputes over their validity, interpretation or termination, shall be referred to and decided by the Court of Arbitration.
- 13.2. The Bank and the Client submit themselves to the fundamental internal regulations of the Court of Arbitration, including in particular the Statutes and the Rules of Procedure, as valid and effective at the moment of commencement of arbitration in front of the Court of Arbitration.
- 13.3. The Bank and the Client shall respect the award issued by the Court of Arbitration, which shall be binding on the parties.
- 13.4. The arbitration clause forms an integral part of the Contract and is binding on the respective legal successors of the parties.
- 13.5. The arbitration award shall survive the withdrawal from the Contract.
- 13.6. All disputes referred to in the arbitration clause, where the value of the subject matter of the dispute does not exceed the sum specified in the Statutes, and which have arisen or will arise out of or in connection with contracts entered into after 31 December 2005, shall be decided by a single arbitrator. Unless the parties agree otherwise, the arbitrator shall be appointed by the designated person of the Court of Arbitration.

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#### 14. MISCELLANEOUS

- 14.1. The Client shall be obliged to inform the Bank of any change to the data and documents, which it provided or presented to the Bank. The Bank shall take account of the change on the Business Day following after the receipt of the information by the Bank at the latest.
- 14.2. The Client shall be obliged to prove to the Bank facts, which are decisive for the determination of the income tax rate applicable to the Bank Product and other facts necessary for fulfilling any reporting obligations of the Client, which are fulfilled by the Bank.
- 14.3. The Client agrees to the sending of marketing information about the Bank or the members of the Bank's Group, including information about discounts provided by third parties. The Client may take back their consent at any time, at no expense and without a cause.
- 14.4. In case of a change of situation on the financial market material for the relevant Bank Product due to political, economic or other reasons and such change is beyond the Bank's control or renders the performance impossible, the Bank shall have the right to suspend or not make its performance towards the Client.
- 14.5. The Client agrees that the Bank shall, at any time during the term of the contractual relationship with the Client, have the right to change the account for repayment of the Bank's receivable. Such change becomes effective on the day of service of the notice upon the Client, unless a later effective date is indicated in the notice.
- 14.6. The Bank shall not be obliged to accept a partial performance of the Client's receivable.
- 14.7. Any performance to be used for repayment of receivable shall be used in the order according to the Contract.
- 14.8. No failure by the Bank to exercise a right under the Contract shall operate as a waiver thereof by the Bank.
- 14.9. The Client agrees that the Bank accepts a performance of the Client's obligation offered by a third party.
- 14.10. If any payment owed by the Client under a Contract is subject to a Tax Withholding, the Client shall increase such payment so as to suffice for settlement of the Client's liability also after the Tax Withholding has been deducted. The Client shall notify the Bank in writing without any undue delay of the Client's obligation to make the Tax Withholding and notify of any change in the amount, rate or tax base for making the Tax Withholding.
- 14.11. In case of any discrepancies between the Bank and the Client, accounting and other records maintained by the Bank in connection with the Contract shall always be used as decisive evidence in respect of all matters, to which they are related. The above shall apply, unless there is a proof to the contrary.
- 14.12. Contracts shall be executed in such a number of counterparts so that each party receives one counterpart.
- 14.13. The Contract shall be entered into for indefinite period of time, unless in the Contract or the product-specific business conditions provided otherwise.
- 14.14. All legal relationships not expressly stipulated by the Contract shall be governed by the applicable product-specific business conditions, GBC, the Commercial Code and other statutory regulations, in this order of sequence.
- 14.15. For the purpose of fulfilling the Bank's obligations related to the adoption of FATCA,
- a) the Client shall inform the Bank whether or not the Client is a citizen or tax resident of the United States of America and shall present the documents proving these facts. In case the Client does not provide such information to the Bank and the Bank becomes aware of this fact, the Client agrees that the information about their citizenship or tax residence may be provided to the competent authorities.
  - b) the Bank may make any FATCA withholding to be made under FATCA and any payment in connection with such FATCA withholding. The Bank shall not be obligated to increase the payment subject to the FATCA withholding or otherwise compensate the FATCA withholding to the beneficiary of such payment. If the Bank learns of its obligation to make the FATCA withholding in relation to any payment, it shall notify the Client thereof.
- 14.16. For the purposes of meeting the Bank's obligations in connection with the regulations governing the imposition of international sanctions, the Bank shall refuse to execute any Instruction, where the beneficiary or payer is a person subject to imposition of any international sanctions. The Client agrees:
- a) neither to provide nor allow the use of any funds provided by the Bank for any purpose that is directly or indirectly related to financing of activities of any persons subject to imposition of any international sanctions; and

- b) to ensure that no payment to be paid by the Client to the Bank under a Contract comes from any sources directly or indirectly related to the activities of any person subject to imposition of any international sanctions,

The conditions for identification of persons subject to imposition of any international sanctions shall be stipulated by the Bank in the conditions set forth via Publication.

14.17. In case the Client is an obliged person and the Contract is a contract subject to mandatory disclosure pursuant to the Act on free access to information, the following shall apply:

- a) The Client shall prove to the Bank the disclosure of the Contract in any of the following ways:
  - aa) The Client delivers to the Bank a written confirmation of the Government Office of the Slovak Republic about the disclosure of the Contract in the Central Register of Contracts;
  - ab) The Client delivers to the Bank a written declaration of the Client about the disclosure of the Contract in the Central Register of Contracts;
  - ac) The Client delivers to the Bank a written declaration of the Client about the disclosure of the Contract on the website of the Client or on the website of the founder of the Client, if the Client does not have a website; or
  - ad) The Client delivers to the Bank a written declaration of the Client about the disclosure of the Contract in the Commercial Journal.
- b) The Client shall be obliged to disclose the Contract including all its annexes and components.
- c) The Client shall be obliged to deliver to the Bank a document proving the disclosure of the Contract to the address of the Branch, which provided the Bank Product to the Client under the Contract subject to mandatory disclosure, such proof to be delivered within 15 days from the date of signing the Contract at the latest.
- d) Unless the Contract is disclosed within three months from the date of conclusion, or unless the Client delivers to the Bank, within the same period of time, the document proving the disclosure of the Contract, the Contract shall not become effective and shall be extinguished ab initio.

14.18. If counting of periods is agreed in current months, years or as another period of time, such period shall be deemed to end after the lapse of the agreed period on a day, whose number is the same as the day of commencement of such period.

14.19. The provisions of Section 6, 8(3) and 10, Sections 12 – 14 and Sections 31 – 44, except for Section 44(2) and (3) of the Payment Services Act shall not be applied to legal relationships between the Bank and the Client.

## 15. TERMINATION OF CONTRACTUAL RELATIONSHIP

15.1. The Bank and the Client may terminate the Contract by mutual agreement, notice or withdrawal.

15.2. Termination of the Contract by notice takes effect upon the lapse of the third day following after the day of delivery of the termination notice to the other party. Other terms and conditions for termination of contract may be agreed on in the Contract or the product-specific business conditions. In case the Bank terminates the Contract due to fraudulent behaviour of the Client or for another serious reason, the termination notice shall take effect on the day of delivery to the Client.

15.3. The Bank shall have the right to withdraw from the Contract, if:

- a) the Client provided false data or concealed data about their financial standing material for the decision of the Bank to enter into the Contract;
- b) the Client breached the Contract in a material way or repeatedly;
- c) the Client is in delay with the performance of their financial obligation towards the Bank;
- d) the Client failed to fulfil their obligation to the Bank within an additional period of time set by the Bank;
- e) the Client failed to provide (additional) security for a receivable of the Bank despite a request by the Bank to do so; or
- f) significant changes to the situation of the Client occurred and such changes do not provide a guarantee for the performance of the Contract;
- g) the Client settled its financial obligations to other creditors, provided to another creditor a better security than that provided to the Bank or offered a security to another creditor rendering the performance of the Client's obligations to the Bank more difficult,
- h) judicial proceedings were commenced against the Bank relating to any contractual relationship between the Bank and the Client; or
- i) bankruptcy proceedings over the Client's assets or restructuring proceedings over the Client have been commenced or the Client has entered into liquidation or a petition for the enforcement of a decision or enforcement (execution) proceedings or for voluntary auction over the Client's assets has been filed.

- 15.4. The Contract shall cease to exist in the moment of delivery of the withdrawal notice to the other party. The Bank may, in the withdrawal notice, set a later date, on which the Contract shall be extinguished.
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## 16. FINAL PROVISIONS

- 16.1. The legal relationships between the Bank and the Client shall be governed by the laws of the Slovak Republic.
- 16.2. The language decisive for the contractual relationships shall be the Slovak language.
- 16.3. Should any provision of these GBC, the product-specific business conditions or the Contract become invalid or unenforceable, this shall be without prejudice to the validity or enforceability of the remaining provisions of the GBC, the product-specific business conditions or the Contract. The Bank and the Client agree to replace the invalid or unenforceable provisions with provisions having the closest legal meaning and effect.
- 16.4. The handling of Complaints shall be governed by the Complaints Rulebook. The Complaints Rulebook forms a part of the GBC.
- 16.5. The terms and conditions for the provision of payment services of Slovenská sporiteľňa, a. s. form part of the GBC and are available at [www.slsp.sk](http://www.slsp.sk) and at each Branch.
- 16.6. The Bank may, for the following reasons, unilaterally change the GBC and, if so agreed with the Client, also individual Contract conditions:
- a) change of statutory regulations;
  - b) development on the banking or financial market, which is capable of having an objective impact on the provision of Bank Products or the terms, on which such products are provided;
  - c) change of technical possibilities for providing Bank Products;
  - d) with a view to ensuring safe functioning of the banking system, or
  - e) with a view to ensuring compliance by the Bank with prudential regulations and banking stability.
- The Bank shall use the Publication published at least 15 calendar days in advance to inform of any change to the GBC or of any change to the terms and conditions of a Contract, which may be changed via Publication pursuant to the GBC or pursuant to the Contract.
- 16.7. The Bank may complement the GBC due to the extension of banking services. The Bank shall inform of the supplement to GBC by Publication no later than 1 calendar day in advance.
- 16.8. The change of the GBC shall take effect on the day stated in the GBC.
- 16.9. The GBC shall survive the termination of the contractual relationship between the Client and the Bank until the full settlement of their mutual relationships.
- 16.10. These GBC shall enter into force on 1 January 2015. After the effective date of these GBC, the General Business Conditions issued by the Bank, effective from 1 August 2002, shall be revoked and superseded. After the effective date of product-specific business conditions for a Bank Product, the General Business Conditions issued by the Bank, effective from 1 August 2002, shall be revoked and superseded in the parts applicable to the Bank Product concerned.
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## BASIC INFORMATION

Slovenská sporiteľňa, a. s.

Tomášikova 48, 832 37 Bratislava

IČO (Identification number): 00 151 653

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

BIC SWIFT: GIBASKBX

VAT No.: SK7020000262

TAX No.: 2020411536



## CONTACT INFORMATION

[www.slsp.sk](http://www.slsp.sk)

E-mail: [info@slsp.sk](mailto:info@slsp.sk); [ombudsman@slsp.sk](mailto:ombudsman@slsp.sk)

Sporotel: 0850 111 888



## SUPERVISION AUTHORITY

National Bank of Slovakia

Imricha Karvaša 1, 813 25 Bratislava