

GENERAL BUSINESS CONDITIONS
OF SLOVENSKÁ SPORITEL'ŇA, A.S.
effective since 01 January 2015

DEFINITIONS

Authentication Number	The agreed code for identification of the Client used in remote communication; unless provided otherwise in the Contract, it is the number of the Client's account, a discrete code issued for the Client's payment card, the last four digits of the Client's payment card, the number of the Bank Product provided to the Client, the number of the draft or application for a Bank Product intended for the Client.
Bank	Slovenská sporiteľňa, a.s., having its registered office at Tomášikova 48, 832 37 Bratislava, Id. No. 00 151 653, registered with the Commercial Register maintained by the Bratislava I District Court, Section: Sa, File No 601/B.
Banking Day	A calendar day, on which the Bank is open for general banking business.
Bank Product	A product or service provided to the Client on the agreed terms.
Confidential Information	All information concerning the Client disclosed to the Bank, which is not publicly available.
Identification Number	The code assigned for identification of the Client used in remote communication. Unless provided otherwise in the Contract, it is the given name, surname, address and the digits in the birth registration number following after the slash.
Client	A person, which has a contractual relationship or expresses the interest to enter into a contractual relationship with the Bank.
Branch	Premises of the Bank usually used for performing banking business.
Business Day	A working day, on which the Bank and payment services institutions perform their business.
Personal Data	Data concerning a natural person pursuant to the Personal Data Protection Act.
Notice	A message whereby the Bank advises the Client in an addressed way of any amendments to the Contract and of any Bank Product data; sent in advance within a period set forth by statutory regulations or agreed in the Contract on in any amendment to the Contract by the Bank.
Instruction	An order, payment order or any other request by the Client.
Fee	The consideration set by the Bank for the provision of a Bank Product and the related service.
Complaint	The exercise of the Client's right under the liability for defects of a Bank Product.
Complaints Rulebook	A document describing the procedures for processing of Complaints.
Service Charge List	A document issued by the Bank specifying the Fees, their amount or method of determination, their maturity and payment terms (particularly the Service Charge List).
Bank Group	The company Erste Group Bank AG, Vienna, Austria and entities, in which it holds a capital participation; the list of such entities is published by the Bank at www.slsp.sk and at each Branch.
Serious Objective Reasons	Factual, impartial and non-personal reasons resulting from the following circumstances: a) any amendment to statutory regulations; b) any development on the banking or financial market, which has an objective impact on the provision of Bank Products or on the terms, on which such products are provided, including, but not limited to; ba) consumer price index growth; bb) nominal wage growth; or bc) development in market rates; any change of technical possibilities for providing Bank Products due to

GBC

Contract

Distance Contract

Publication

an external factor outside of the Bank's control.

These General Business Conditions of Slovenská sporiteľňa, a.s.

The contract entered into between the Bank and the Client.

A contract entered into by remote communication means.

Making available of a document issued by the Bank at a Branch, at www.sisp.sk or via sending a Notice, which allows the Client to get acquainted with the document.

1. FUNDAMENTAL PROVISIONS

- 1.1. These GBC form part of the Contract between the Bank and the Client (a non-commercial natural person - consumer), who does not act as part of his/her employment, occupation or business when entering into and performing the Contract. 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.
- 1.2. The GBC are available at www.slsp.sk and at each Branch.
- 1.3. The Bank offers the Bank Products on contract basis. The terms and conditions, under which a Bank Product is provided, are described in Product-specific Business Conditions for the Bank Product concerned. The Bank publishes the information about the terms and conditions of bank deals at www.slsp.sk and at each Branch as conditions set forth via Publication; the Bank may amend the conditions set forth via Publication; in Contracts entered into for a definite term, the Bank may amend the conditions set forth via Publication for Serious Objective Reasons.
- 1.4. The Client shall have no claim to the provision of a Bank Product or a benefit, even if he/she has already been provided with another Bank Product or benefit.
- 1.5. The Contract and the Product-specific Business Conditions shall prevail over these GBC. The Contract shall prevail over the Product-specific Business Conditions. The Product-specific Business Conditions shall prevail over these GBC. The GBC always complement the Contract and the Product-specific Business Conditions.
- 1.6. Capitalised terms shall have meanings defined in the Contract, in the Product-specific Business Conditions and in these GBC.
- 1.7. The legal relationships that came into existence prior to the effective date of the GBC and that are not regulated by the GBC or by the Product-specific Business Conditions shall be governed by the most closely related provisions of the GBC or of the Product-specific Business Conditions.

2. ACTING BY THE CLIENT

- 2.1. The Client shall act in person or be represented by a representative.
- 2.2. The Client's representative shall present to the Bank documents proving his/her authorisation to act on the Client's behalf. When acting on behalf of a minor Client, the representative shall also present the birth certificate of the Client.
- 2.3. When carrying out any bank deal, the Bank shall have the right to demand proof of identity from the Client. If the Client signed a document outside of a Branch, the Bank may require an official certification of authenticity of the Client's signature.
- 2.4. The Client or his/her representative shall prove his/her 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 from the Client.
- 2.5. When executing a bank deal using remote communication means, the Client shall prove his identity with the Identification Number and Authentication Number.
- 2.6. The 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 its own purposes.
- 2.7. For Clients not capable of reading or writing, the Bank may require that the act is carried out in the form of an official record.
- 2.8. Communication with the Client usually takes place in the Slovak language
- 2.9. For security reasons, the Bank shall be permitted to record the communication with the Client.
- 2.10. The Bank shall archive records and information concerning the Client.
- 2.11. The Client shall present to the Bank documents in original or as certified copies; the Bank may request official certification of signatures of persons who issued the document. A document issued or certified in a foreign country shall be presented by the Client as a document with legalisation 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.

3. SELLING OF BANK PRODUCTS

- 3.1. The Bank usually enters into bank deals at a Branch or using remote communication means. The Bank may authorise a third party to make a deal.
 - 3.2. Remote 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 signed; and
 - d) complies with statutory regulations and with the agreed terms and conditions.
 - 4.2. A Client may change or cancel an Instruction until the moment of execution.
 - 4.3. The Bank will not accept Instructions at times of restricted or interrupted operation of a Branch or during unavailability of the Bank's electronic services. The Bank shall inform thereof in advance, if possible considering the circumstances.
 - 4.4. The Bank shall 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 execution of the Instruction by a statutory regulation or by a decision of a competent authority;
 - c) there are not enough funds in the account for executing the Instruction; or
 - d) the Bank has the suspicion that the money is intended to commit a crime, originates from criminal activity or involvement in criminal activity.
 - 4.5. The Bank shall not execute Instructions at the latest as of the Business Day following after the day, on which it becomes aware of the death of the Client in a credible manner.
 - 4.6. The Bank shall postpone the execution of an Instruction, if prevented from doing so by an extraordinary event (e.g. technical problems, natural disasters) or if 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 obstacle ceases to exist.
 - 4.7. Unless agreed or specified otherwise, the Bank shall execute the Instruction within a 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. FEES

- 5.1. The Client shall pay Fees according to the current Service Charge List, the Contract and the conditions set forth via Publication.
 - 5.2. The Service Charge List is available at www.slsp.sk and at each Branch.
 - 5.3. A Fee shall be payable on the date specified in the Service Charge List.
 - 5.4. 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.
 - 5.5. The Bank may amend the Service Charge List; for Contracts entered into for a definite term, the Bank may amend the Service Charge List for Serious Objective Reasons only.
 - 5.6. The Bank may provide a discount on the Fees. The provision and termination of a discount shall not constitute an amendment to the Service Charge List.
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6. SERVICE OF NOTICES TO CLIENT

- 6.1. The Bank shall deliver notices to the Client:
 - a) by hand delivery or by delivery service; or
 - b) by mail; or
 - c) in electronic form.
- 6.2. A notice delivered by hand delivery or by 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 its dispatch date or, if sent abroad, on the seventh day after its dispatch date, unless another day of delivery is proven. The Bank sends notices usually as regular mail.
 - 6.4. A notice delivered in electronic form shall be deemed delivered on the day following its dispatch date, unless an earlier moment of delivery is proven.
 - 6.5. For the service of notices, the Bank uses the contact data of the Client, which the Client provided to the Bank.
 - 6.6. The Bank may also use the format of short message service (SMS) or e-mail messages for communication with the Client. The Client acknowledges that such communication may also contain information, requests or warnings.
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7. CONFIDENTIAL INFORMATION

- 7.1. The Client agrees that the Bank may disclose 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 authorised by the Bank to perform its statutory or contractual obligations;
 - e) a third party authorised by the Bank to exercise and protect or with which the Bank cooperates in the exercise and protection of the Bank's rights; and
 - f) a third party, with which the Bank holds negotiations concerning or agrees on a change in the person of the lender or borrower;provided however that such persons / entities ensure protection of Confidential Information against misuse.
 - 7.2. The Client agrees that the Bank may disclose Confidential Information to a third party:
 - a) for the purpose of proving the Client's insolvency pursuant to the Bankruptcy and Restructuring Act;
 - b) who is the recipient or payer in the processing of payments, including the recipient's bank and the payer's bank; and
 - c) who is authorised to execute transactions with the balance in the Client's account.
 - 7.3. The Client-borrower agrees that the Bank may disclose Confidential Information to the person / entity who participates in the performance or provision of security for the Bank's receivable, or which expresses such intention.
 - 7.4. The Client who participates in the performance of or who provided a security for the Bank's receivable agrees that the Bank may disclose Confidential Information to a person / entity:
 - 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.
 - 7.5. A third party (supplier) may disclose Confidential Information to another person / entity (sub-contractor), if necessary for the performance of an obligation of the third party (Supplier) 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.
 - 7.6. The Client's consent to the disclosure of Confidential Information shall last until expiration of the archiving period required by statutory regulations.
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8. PERSONAL DATA

- 8.1. The Bank processes 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 disclosure of information from or to the register of banking information pursuant to the Banking Act;
 - 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) To fulfil 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 the competent authorities;
 - c) agreed in the Contract, Product-specific Business Conditions, the GBC; or
 - d) as specified in the written consent of the Client.
 - 8.3. The Bank may transmit Personal Data also outside of the European Union in the extent necessary to achieve the purpose specified in the present Article of GBC.
 - 8.4. The extent and the conditions of the Client's consent to processing of Personal Data, which the Bank acquired prior to the effective date of the GBC, shall remain unchanged for the duration of the purpose of processing.
 - 8.5. The Client may in writing withdraw his/her consent to processing of Personal Data. The withdrawal of 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 subject to 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 termination of such contractual relationship. The Client may withdraw his/her consent at any time, at no expense and without stating a reason. The consent may be withdrawn in writing, electronically, by telephone using the Sporotel line or personally at a Branch.
 - 8.7. In case the Client discloses Personal Data of another natural person to the Bank, he/she represents that he/she has 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 for the Prevention of Money Laundering and Terrorism Financing, he/she is 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 for the Prevention of Money Laundering and Terrorism Financing, he/she is obliged to inform the Bank in writing when entering into a contractual relationship and during the term thereof, whether or not he/she is a politically exposed person. The Client acknowledges that, if he/she fails to inform the Bank, the Bank shall consider the Client to be a person who is not politically exposed.
 - 9.3. The Client acknowledges that in entering into a contractual relationship as well as during the same, the Client shall notify the Bank in writing whether the Client has a special relationship towards the Bank and shall provide the Bank with truthful information required to verify whether the Client has a special relationship towards the Bank. If the Client failed to provide the Bank with truthful information that the Bank could have used to verify the above and it was proven true that the Client has a special relationship towards 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; the granted loan shall become payable immediately as of the day when the Bank learned about the untruthfulness of such data, including maturity of interest for the entire loan period agreed. The Client acknowledges that, for the purpose of fulfilling the obligations to tax authorities, he/she shall prove the facts decisive for assessment of his/her tax domicile to the Bank in writing.
 - 9.4. The Client declares that he/she carries out any dealings with the bank on his/her own account and using his/her 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 executed. At the same time, he/she shall hand over 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.
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10. LIABILITY

- 10.1. Both the Bank and the Client shall be liable for any damage caused by a breach of their respective obligations. Compensation shall be provided in the amount of actual damage.
- 10.2. The circumstances excluding the Client's liability for damages are the following:
 - a) Acts or omissions by competent authorities; or
 - b) an event of force majeure.
- 10.3. The circumstances excluding the Bank's liability for damages are the following:

- a) Acts or omissions by competent authorities,
 - b) Falsification or counterfeiting of an Instruction or another Document, as applicable, by the Client or by any third party different from the Bank;
 - c) Execution of an Instruction according to Client's requirement;
 - d) Rejection to accept an Instruction in conformity with the GBC;
 - e) Differences in cash established outside the teller's desk;
 - f) Non-execution of an Instruction in accordance with the GBC;
 - g) A change in currency value; or
 - h) An event of force majeure and any other events outside of the Bank's control, such as a natural disaster, strike, shortage of energy and services.
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11. SETTING-OFF

- 11.1. The Bank and the Client may set-off their mutual receivables.
 - 11.2. The Client may set-off his/her due receivable against the Bank receivable. The Client shall inform the Bank in advance of his/her intention to set-off.
 - 11.3. The Bank may set-off its due receivable against the Client's receivable. In case the Client is in breach of the Contract, the Bank may set-off its due receivable under the Contract against the Client's receivable also by using the credit balance on the Client's account opened with the Bank, regardless of the maturity date of the Client's receivable.
 - 11.4. The Bank shall inform the Client of the set-off. The Bank may inform the Client of the set-off also by means of a statement concerning the Bank Product.
 - 11.5. Set-off with currency conversion shall be carried out using the exchange rate of the Bank, as published at www.sisp.sk and at the Branches.
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12. MISCELLANEOUS

- 12.1. The Client shall 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 receipt of the information by the Bank at the latest.
- 12.2. The Client agrees to sending of marketing information about the Bank or the members of the Bank's Group, including information about any discounts provided by third parties. The Client may withdraw his/her consent at any time, at no expense and without stating a reason.
- 12.3. If a Bank Product is provided to two or more Clients at the same time, their rights and obligations shall be joint and severable.
- 12.4. The Client agrees that the Bank may assign any of its receivables due from the Client.
- 12.5. The Client may assign his/her receivables due from the Bank with prior written consent of the Bank only. The Bank's consent shall not be unreasonably withheld.
- 12.6. The Client agrees that the Bank accepts the payment of the Client's debt offered by a third party.
- 12.7. The Contract shall be entered into for an indefinite term, unless provided otherwise in the Contract or in the Product-specific Business Conditions.
- 12.8. Unless the interest base used by the Bank for computation of interest and interest on arrears is agreed in the Contract, it shall be determined by the Bank in the conditions set forth via Publication. The Bank may change the interest base; in Contracts entered into for a definite term, the Bank may only change the interest base for Serious Objective Reasons.
- 12.9. For the purpose of fulfilling the Bank's obligations related to the adoption of FATCA (Foreign Account Tax Compliance Act), the Client shall inform the Bank whether or not he/she is a citizen or tax resident of the United States of America and shall present the documents proving the facts claimed by him/her.
- 12.10. 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 his/her citizenship or tax residence may be disclosed to competent authorities.
- 12.11. For the purposes of compliance with the Bank's obligations under regulations governing the enforcement of international sanctions, the Bank shall refuse to execute any Instruction, where the beneficiary or payer is a person / entity against which international sanctions are enforced. The Client undertakes:
 - a) not to provide or allow the provision of funds provided by the Bank for any purpose directly or indirectly associated with financing of activities of any of the persons / entities against which international sanctions are enforced; and

- b) to ensure that any payment that the Client shall pay to the Bank under a Contract will not come from sources directly or indirectly associated with activities of any person / entity against which international sanctions are enforced.
- 12.12. The conditions of identification of persons / entities against which international sanctions are enforced shall be stipulated by the Bank in the conditions set forth via Publication.
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13. TERMINATION OF CONTRACTUAL RELATIONSHIP

- 13.1. The Bank and the Client may terminate a Contract by mutual agreement, by notice or withdrawal.
 - 13.2. If the Client terminates a Contract by notice, the notice period shall be 3 days, commencing on the next day after the delivery of the termination notice to the other party. In case the Contract is terminated by notice by the Bank, the notice period shall be 2 calendar months, starting on the first day of the calendar month following after the calendar month, in which the termination notice was delivered. Other terms and conditions for termination of contract may be agreed in the Contract or in the Product-specific Business Conditions. In case the Bank terminates the Contract due to fraudulent behaviour of the Client, the termination notice shall take effect on the day of delivery.
 - 13.3. If the Client disagrees with any amendment to the Contract or to any integral part thereof in the part concerning the Bank Product provided to the Client, the Client may terminate the Contract for such Bank Product with immediate effect. If there are several participants on the side of the Client, the disagreement with the amendment may be expressed by any of them with effects for all.
 - 13.4. The Client may withdraw from the Contract subject to the terms provided for in statutory regulations.
 - 13.5. The Bank may withdraw from the Contract, if:
 - a) the Client provided false data or concealed data material for the Bank's decision to enter into the Contract;
 - b) the Client breached the Contract in a material way or repeatedly;
 - c) the Client failed to fulfil his/her obligation to the Bank within a grace period set by the Bank;
 - d) the Client failed to provide (additional) security despite a request by the Bank to do so; or
 - e) 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 for distress proceedings or for voluntary auction over the Client's assets has been filed.
 - 13.6. 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 ceases to exist.
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14. FINAL PROVISIONS

- 14.1. The legal relationships between the Bank and the Client shall be governed by the laws of the Slovak Republic.
- 14.2. The language decisive for the contractual relationships shall be the Slovak language.
- 14.3. Should any provision of these GBC or the Contract become invalid or unenforceable, this shall be without prejudice to the validity or enforceability of the remaining provisions of the GBC or the Contract. The Bank and the Client agree to replace the invalid or unenforceable provisions with such provisions with the closest legal meaning and effect.
- 14.4. Handling of Complaints shall be governed by the Complaints Rulebook. The Complaints Rulebook is an integral part of the GBC.
- 14.5. The Complaints Rulebook is available at www.slsp.sk and at each Branch.
- 14.6. The Payment Services Conditions of Slovenská sporiteľňa, a.s. are an integral part of the GBC and are available at www.slsp.sk and at each Branch.
- 14.7. The Bank may amend the GBC; for Contracts entered into for a definite term, the Bank may only amend the GBC for Serious Objective Reasons.
- 14.8. The Bank shall inform of any amendments to:
 - a) the GBC;
 - b) the conditions set forth via Publication;
 - c) the Service Charge List; or
 - d) the interest base;via Notice at least 2 calendar months in advance. In case the Client disagrees with any amendment to the GBC in the part applicable to his/her Bank Product, the Client may terminate the Contract concerning that Bank Product with immediate effect free of charge before the effective date of the amendment. If there are several participants on the side of the Client, the disagreement may be expressed by any of them; such act to take effect for all of such participants. The amendment shall

take effect on the day stated in the amended document, unless the Contract is terminated by the Client.

14.9. The Bank may add additional provisions to the GBC to extend its banking services. The Bank shall inform of the addition to the GBC via Publication no later than 1 calendar day in advance.

14.10. The GBC shall survive the termination of the contractual relationship between the Client and the Bank until full settlement of their mutual relationships.

14.11. 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 governing the Bank Product concerned.

BASIC INFORMATION



Slovenská sporiteľňa, a. s.

Tomášikova 48, 832 37 Bratislava

Identification number (IČO): 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 Number: 2020411536

Number of banking licence: UBD-1247/1996 granted by the National Bank of Slovakia.

CONTACT DETAILS



www.slsp.sk

E-mail: info@slsp.sk; ombudsman@slsp.sk

Sporotel: 0850 111 888

SUPERVISORY AUTHORITY



National Bank of Slovakia

Imricha Karvaša 1, 813 25 Bratislava