

# GENERAL BUSINESS CONDITIONS

### OF SLOVENSKÁ SPORITEĽŇA, A.S.

### effective from 1 January 2015

#### TERMS AND DEFINITIONS

Authentication number the agreed code to verify the identification of the Client used in remote communication. Unless in the Contract provided otherwise, it is the number of Client account or the discrete code issued for the Client's payment card; the last four digits of the payment card 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 or any other piece of data on a Bank Product agreed in or arising from a Contract. Bank Slovenská sporiteľňa, a.s., having its registered office at Tomášikova 48, 832 37 Bratislava, Id. No. 00 151 653, registered in the Commercial Register of the Municipal Court Bratislava III, section: Sa, file No 601/B. **Banking Day** a calendar day, on which the Bank is open for general banking business; a Banking Day shall not be a day, which the Bank declares to be nonbanking day due to serious operational reasons. Bank Product a product or service provided to the Client by the Bank on the agreed terms. **Tax Withholding** 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. **Confidential Information** all information concerning the Client provided to the Bank, which is not publicly available. FATCA 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. **FATCA** Withholding any withholding applied to any payment made under a Contract required under FATCA. Identification Number the code assigned for the identification of the Client in distance communication; unless otherwise provided in the Contract, it includes Client data, specifically the given name, surname, address, date of birth, indication of the Client's telephone number agreed with the Bank or the digits in the birth registration number of the Client 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. a working day, on which the Bank and payment services institutions **Business Day** perform their business; a Business Day shall not be a Saturday, a Sunday, a non-working day in the Slovak Republic and a day, which the Bank declares by Publication to be a non-business day due to particularly serious operational reasons. Personal Data data concerning a natural person pursuant to the Personal Data Protection Act. Notice message used by the Bank to specifically notify the Client of changes to the Contract and of data concerning the Bank Product; if the Contract is changed by the Bank, the message shall be sent by the Bank in advance within the deadline set forth by laws or agreed in the Contract. GBC - Consumers in the wording effective from 1 January 2024

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Instruction	order, payment order or another 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 the 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 persons, in which it holds a capital participation; the list of such persons is published by the Bank on the internet site <u>www.slsp.sk</u> and in each Branch.
Serious Objective Reasons	<ul> <li>factual, impartial and non-personal reasons resulting from the following circumstances:</li> <li>a) change of legal regulations;</li> <li>b) 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, in particular:</li> <li>ba) growth of consumer price index;</li> <li>bb) growth of nominal wages; or</li> <li>bc) development of market rates;</li> <li>c) change of technical possibilities for providing Bank Products caused by an external factor independently of the Bank.</li> </ul>
GBC	these General Business Conditions of Slovenská sporiteľňa, a.s.
Contract	the contract entered into between the Bank and the Client.
Distance Contract	a contract entered into by remote communication means.
Publication	making available of a document issued by the Bank or information by the Bank at a Branch, on <u>www.slsp.sk</u> or by deliver of a Notice, which makes it possible for the Client to get acquainted with the same.

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#### 1. FUNDAMENTAL PROVISIONS

- 1.1. These GBC form part of the Contract between the Bank and the Client (a non-commercial natural person), 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. GBC are available on the internet site www.slsp.sk and in 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 on the internet site www.slsp.sk and in each Branch as conditions set forth via Publication; the Bank may change the conditions set forth via Publication; in the case of fixed-term Contracts, the Bank may only change the conditions set forth via Publication for Serious Objective Reasons. The conditions set forth by Publication have the same order of sequence as the product-specific business conditions for the purposes of determining the order of sequence of the Contract components.
- 1.4. The Client shall have no claim for 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 the meaning defined in the Contract, in the product-specific business conditions and 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 the product-specific business conditions shall be governed by the most closely related provisions of the GBC or 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 document was signed by the Client outside the Branch, the Bank may demand an official certification 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 from the Client additional proof of identity.
- 2.5. When carrying out a bank deal using remote communication means, the Client shall prove his identity with the Identification Number and Authentication Number or in another lawful manner.
- 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. From 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 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 superlegalised 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.

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#### 3. SELLING OF BANK PRODUCTS

- 3.1. The Bank usually enters into bank deals in 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.

#### 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 the legal regulations and 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 the unavailability of the Bank's electronic services. The Bank shall inform of this fact in advance, if possible considering the circumstances.
- 4.4. 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) there are not enough funds on 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 will not execute Instructions no later than 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 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.
- 4.7. 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.

#### 5. FEES

- 5.1. The Client shall pay the Fees according to the current Service Charge List, the Contract and the conditions set forth by Publication.
- 5.2. The Service Charge List is available on the internet site www.slsp.sk and in 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 change the Service Charge List; in the case of fixed-term Contracts, the Bank may only change Service Charge List for Serious Objective Reasons.
- 5.6. The Bank may provide a discount on the Fees. The provision and termination of a discount shall not constitute a change of the Service Charge List.

#### 6. 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

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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 abroad, on the seventh day after the sending date, unless different date of the 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 the sending 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 or which the Bank lawfully obtained from dedicated information systems, maintained on the basis of laws of general application, in which data of natural persons and legal entities are recorded.
- 6.6. The Bank may use for communication with the Client also the format of short message service (SMS) or e-mail message or other forms of delivery by means of the Electronic Service provided by the Bank to the Client and other electronic means and technical devices. Such communication may also contain requests or warnings.

#### 7. CONFIDENTIAL INFORMATION

- 7.1. 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, which the Bank authorised to perform its statutory or contractual obligations,
  - e) a third party, whom the Bank authorised to exercise and protect or with whom the Bank cooperates in the exercise and protection of the Bank's rights and
  - f) a third party, with whom the Bank holds negotiations concerning or agrees on a change of the person of the creditor or debtor;
  - provided however that such persons ensure the protection of Confidential Information against misuse.
- 7.2. The Client agrees that the Bank may provide Confidential Information to a third party:
  - a) for the purpose of proving the insolvency of the Client 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 dispose with the balance on the Client's account.
- 7.3. The Client-debtor agrees that the Bank may provide Confidential Information to the person, who participates in the performance or provision of security for the receivable of the Bank, or which expresses such intention.
- 7.4. 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.
- 7.5. A third party (supplier) may provide Confidential Information to another person (sub-contractor), if necessary for the performance of the 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 consent of the Client to the provision of Confidential Information shall last until the lapse of the archiving period required by legal regulations.

#### 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 provision 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,

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- 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 legal 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 legal 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 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 unchanged for the duration of the purpose of processing.
- 8.5. The Client may in writing take back his/her 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 withdraw his/her consent at any time, at no expense and without a cause. The consent may be withdrawn in writing, electronically, by telephone using the contact telephone number referred to on the last page of the GBC or on www.slsp.sk (Client Centre) or personally at a Branch.
- 8.7. In case the Client provides to the Bank Personal Data of another natural person, he/she represents that he/she has provably obtained the consent of the person concerned to do so.

#### 9. DECLARATION BY CLIENT

- 9.1. The Client acknowledges that, pursuant to the Act on the prevention of money laundering and terrorist 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 on the prevention of money laundering and terrorist financing, he/she is obliged to inform the Bank in writing when establishing 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, he/she is obliged to inform the Bank in writing when establishing a contractual relationship and during the term thereof, whether or not he/she has a special relationship to the Bank and provide the Bank with truthful information needed to verify whether the Client has 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 then proven that the Client has special relationship to the Bank, the guarantee agreement, deposit account agreement or the deposit agreement entered into between the Bank and the Client shall become null and void; any loan granted, including the 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.
- 9.4. 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 carried out. 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.
- 9.5. The Client declares that he/she is the final beneficiary of the income paid by the Bank to the Client in connection with the Bank Products; if the Client is not the final beneficiary of such income, the Client shall notify the Bank of this fact in writing. The final beneficiary of income is the person who receives income for their own benefit and has the right to make unrestricted use of the income without any contractual or other legal obligation to transfer such income to another person; a person who acts as intermediary on behalf of another person shall not be deemed to be the final beneficiary.
- 9.6. The Client acknowledges that, for the purpose of fulfilling the obligations to tax authorities, he/she shall prove to the Bank in writing the facts decisive for the assessment of tax domicile.
- 9.7. The Client acknowledges that:



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- if the Bank withholds, according to the laws of general application, tax on generated income paid out by the Bank, it applies the tax rate according to the laws valid in the Slovak Republic;
- if the Client is a tax resident (tax domicile) of a country with which the Slovak Republic has a double taxation agreement and, at the same time, the Client is the final beneficiary of the income from which the Bank withholds tax, the Bank will apply lower tax rate, provided the Client delivers to the Bank, in the year concerned, a confirmation of tax domicile issued by the competent foreign tax administrator for the year concerned. If the confirmation of tax domicile does not state the year for which it was issued, the Bank shall consider the confirmation to be issued for the year corresponding with its date of issue. The Bank will accept demonstration of tax domicile by means of such a confirmation until the end of February the following calendar year. If the Client fails to present the confirmation of tax domicile for the year concerned no later than by the end of February of that year, the Bank shall apply tax rate according to the laws valid in the Slovak Republic until proven otherwise.
- 9.8. Prior to the execution of a bank deal according to the Contract or Instruction to a high-risk country, the Bank shall inform the Client about the risks associated with the execution of the deal, namely at a Branch, on www.slsp.sk or in other way agreed with the Bank. The Client acknowledges that the Bank shall not be liable for damages incurred by the Client by the execution of bank deal, according to the Contract or Instruction, to a high-risk country. A high-risk country is a country, where, considering the overall situation, it cannot be guaranteed that funds will be credited to the payment beneficiary's account at all or in time, or that the funds will not be blocked by the beneficiary's bank or otherwise retained, or that the payment will not be returned reduced by the amount of fees of foreign banks.
- 9.9. The Client declares that neither him/her nor any of his/her related companies, any member of the statutory or any other body of the Client or companies related with the Client or any of their officials, representatives, or employees:
  - 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 he/she could become a person subject to imposition of international sanctions;
  - b) is owned or controlled by a sanctioned person or acts on behalf of a sanctioned person;
  - c) that none of these persons has been involved in any activities that could reasonably be deemed to lead to its classification as a sanctioned person;
  - d) performs business or any other activity with any sanctioned person.

#### 10. LIABILITY

- 10.1. Both the Bank and the Client shall be liable for any damage caused by the breach of their respective obligations. Compensation shall be provided in the amount of actual damage.
- 10.2. Circumstances excluding the Client's liability for damages are the following:
  - a) acts or omissions by competent authorities, or
     b) event of force majeure.
- 10.3. 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 by the Client or a third party different from the Bank,
    - c) execution of an Instruction according to Client's requirements,
    - d) rejection to accept an Instruction in accordance 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) 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.
- 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 payable receivable against the receivable of the Bank. The Client shall inform the Bank in advance of his/her intention to set-off.
- 11.3. The Bank may set-off its payable receivable against the receivable of the Client. In case the Client is in breach of the Contract, the Bank may set-off its payable receivable under the Contract against the

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Client's receivable also by using the credit balance on Client account opened with the Bank, regardless of the payable 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 on the internet site www.slsp.sk and in the Branches.

#### 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 the receipt of the information by the Bank at the latest. The Bank is entitled to change the data concerning the Client, which are recorded by the Bank, also on the basis of data obtained legally from dedicated information systems, maintained on the basis of laws of general application, in which data of natural persons and legal entities are recorded.
- 12.2. 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 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. An act made towards the Bank by one of the Clients shall be deemed an act of all the Clients. The Client with whom the Bank acted is obliged to notify other Clients of the act performed. In specific cases, the Bank has the right to demand that all the Clients to whom the Bank Product is being provided act at the same time.
- 12.4. The Client agrees that the Bank may assign any of its receivables from the Client.
- 12.5. The Client may assign its receivables from the Bank with the previous written consent of the Bank only. The consent of the Bank shall not be unreasonably withheld.
- 12.6. The Client agrees that the Bank will accept performance of the Client's obligation offered by a third party.
- 12.7. The Contract shall be entered into for indefinite period of time, unless in the Contract or the productspecific business conditions provided otherwise.
- 12.8. If the interest basis, which is used by the Bank for computation of interest and delay interest, is not agreed in the Contract, it shall be determined by the Bank in the conditions set forth by Publication. The Bank may change the interest basis; the case of fixed-term Contracts, the Bank may only change the interest basis for Serious Objective Reasons.
- 12.9. 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 obtains information about of this fact, the Client agrees that the information about his/her citizenship or tax residence may be provided to the competent authorities;
  - b) the Bank may make any FATCA Withholding it is obliged to make under FATCA and any payment in connection with such FATCA Withholding. The Bank shall not be obliged to increase the payment subject to the FATCA Withholding or otherwise compensate the beneficiary of such payment for the FATCA Withholding. If the Bank becomes aware of its obligation to make the FATCA Withholding in relation to any payment, it shall notify the Client thereof.
- 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 provided to the competent authorities.
- 12.11. The Client is obliged to provide the Bank with information and documents needed for due diligence prevention of money laundering and terrorist financing or identification according to the Act on the. Otherwise, the Bank shall refuse to enter into the Contract, shall terminate the Contract by notice with immediate effect or shall refuse to execute the deal.
- 12.12. For the purpose of fulfilling the Bank's obligations related to the laws on the implementation of international sanctions, the Bank shall refuse to execute any Instruction whose beneficiary or payer is a person subject to international sanctions. The Bank shall also be entitled to refuse to enter into the business relationship or to provide the service to the Client if that could result in violation of laws of general application on the implementation of international sanctions.
- 12.13. The Client undertakes:
  - a) neither to provide nor allow the use of any funds provided by the Bank and of any proceeds from such funds or their part:

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- for any purpose that is directly or indirectly related to investing in, contributing to, financing or supporting of activities or business operations of any of the persons subject to international sanctions, or
- which would in any other way result in violation of international sanctions or any laws on the implementation of international sanctions;
- b) not to engage in and also ensure that persons related with the Client will not engage in any transaction, activity or actions:
  - which could lead to the violation of international sanctions or laws on the implementation of international sanctions; or
  - which could lead to the Client becoming a sanctioned person;
- c) to implement, maintain and ensure that persons related with the Client will implement and maintain the policies and procedures intended to support and reach the compliance with all the laws on the implementation of international sanctions;
- d) to be obliged, to the extent permitted by the law, to provide the Bank with detailed information about any claim, action, court proceedings or investigation against the Client or any of the companies related with the Client, or against any of their representatives of statutory or other bodies, officials, representatives or employees in connection with any international sanctions without undue delay after becoming aware of that.

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

- 12.14. In connection with the implementation of the automatic exchange of information on cross-border measures considered measures taken to evade tax obligations or to obtain a tax advantage, i.e. measures subject to the reporting obligation pursuant to the Act on International Assistance and Cooperation in the Administration of Taxes, as amended, as they meet characteristic attributes:
  - a) the Bank declares that it does not propose, offer, organize, make available or market any measures subject to the reporting obligation, nor does the Bank provide, directly or via any other person, any assistance, support or advice in designing, offering to market, organizing, making available for implementation or managing the implementation of any measure subject to the reporting obligation;
  - b) if the Bank discover that the Client intends to execute, executes or has executed a banking transaction which, with regard to the purpose of its execution, is or may be considered a measure subject to the reporting obligation, the Bank shall report the executed banking transaction to the competent authority pursuant to the Act on International Assistance and Cooperation in the Administration of Taxes, as amended.

#### 13. TERMINATION OF CONTRACTUAL RELATIONSHIP

- 13.1. The Bank and the Client may terminate the Contract by mutual agreement, notice or withdrawal.
- 13.2. In case the Contract is terminated by notice by Client, the 3-day notice period shall start from the day after the day of delivery of the 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 on in the Contract or 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 parts thereof in the part concerning the Bank Product provided to the Client, the Client may terminate the Contract on that 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 the legal regulations.
- 13.5. The Bank may withdraw from the Contract, if:
  - a) the Client provided false data or concealed data 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 failed to fulfil his/her obligation to the Bank within an additional period of time set by the Bank;
  - d) the Client failed to provide (additional) security despite a request by the Bank to do so;
  - e) the Client is a person subject to international sanctions or the Client cooperates with a third party that is subject to international sanctions; or



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- f)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.
- 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.

#### 14. FINAL PROVISIONS

- 14.1. The contractual 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. The handling of Complaints shall be governed by the Complaints Rulebook. The Complaints Rulebook is part of GBC.
- 14.5. The Complaints Rulebook is available on the internet site www.slsp.sk and in each Branch.
- 14.6. The payment services conditions of Slovenská sporiteľňa, a. s., are part of the GBC and are available on the internet site www.slsp.sk and in each Branch.
- 14.7. The Bank may change the GBC; in the case of fixed-term Contracts, the Bank may only change the GBC for Serious Objective Reasons.
- 14.8. The Bank shall inform of a change of:
  - a) the GBC;
  - b) the conditions stipulated by Publication;
  - c) the Service Charge List; or
  - d) the interest basis

By Publication at least 2 calendar months in advance. In case the Client disagrees with the change of the GBC in the part applicable to his/her Bank Product, the Client may terminate the Contract concerning that Bank Product with immediate effect and free of charge before the effective date of the change. If there are several persons on the side of the Client, the disagreement with the change may be expressed by any of them; such act to take effect for all of such persons. The change of the GBC shall take effect on the day stated in the GBC, unless the Contract is terminated by the Client.

- 14.9. The Bank may supplement the GBC to extend the banking services. The Bank shall inform on the supplementation of the GBC by 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 the 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.





Slovenská sporiteľňa, a. s. Tomášikova 48, 832 37 Bratislava ID No.: 00 151 653 Registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sa, File No.: 601/B BIC SWIFT: GIBASKBX VAT No.: SK7020000262 Tax No.: 2020411536 Number of banking licence: UBD-1247/1996 granted by the National Bank of Slovakia

### CONTACT DATA

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GBC - Consumers