

# PRODUCT BUSINESS TERMS AND CONDITIONS FOR ACCOUNTS AND DEPOSITS

**UniCredit Bank**

**Czech Republic and Slovakia, a.s.,  
pobočka zahraničnej banky**

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## ARTICLE 1

### INTRODUCTORY PROVISIONS

- 1.1 These Business Terms and Conditions for Accounts and Deposits (hereinafter referred to as the “**Business Terms and Conditions**”) are issued by UniCredit Bank Czech Republic and Slovakia, a.s. with its registered office at Želetavská 1525/1, 140 92 Praha 4 - Michle, Czech Republic, Company Registration No. 649 48 242 registered in the Commercial Register of the Municipal Court in Prague, section: B, Insert no. 3608 and determine part of the content of the contract between UniCredit Bank Czech Republic and Slovakia, a.s. and its clients concluded in the course of carrying out banking activities by a branch office of a foreign bank in the territory of the Slovak Republic through the organizational unit of the company marked as organizational unit: UniCredit Bank Czech Republic and Slovakia, a.s. branch office of a foreign bank, with its seat at Šancová 1/A, 813 33, Bratislava, Slovak Republic, Company Registration No. 47 251 336, register of Municipal Court Bratislava III, Section Po, Insert No. 2310/B (hereinafter referred to as “**the Bank**”).
- 1.2 These Business Terms and Conditions determine part of the content of a contract that refers to them concluded between the Bank and the natural persons, legal persons and other types of legal subject (entity) (hereinafter referred to as the “**Client**”) which contract is concluded in relation to accepting deposits by the Bank from the Client. These Business Terms and Conditions are products terms and in the scope specified herein they amend the General Business Terms and Conditions for Banking Transactions issued by the Bank (hereinafter referred to as the “**General Business Terms and Conditions**”). The relevant provisions of these Business Terms and Conditions define part of the credit agreement for an indefinite period of time concluded between the Bank and the Client – consumer after 1 April 2014.
- 1.3 The rights and obligations of the Bank and the Client relating to the establishment and maintenance of bank accounts by the Bank and negotiation and acceptance of deposits are preferentially governed by the relevant contract and business terms and conditions to which such contract refers and subsequently they are governed by the relevant provisions of the Slovak Commercial Code No. 513/1991 Coll. with respect to contract on current account and contract on deposit account, by the relevant provisions of the Slovak Civil Code No. 40/1964 Coll. with respect to contract on deposit certificate or other form of deposit. The rights and obligations of the Bank and the Client relating to the provision of payment services and clearing are governed by the provisions of Act no. 492/2009 Coll. on Payment Services and by the Business Terms and Conditions For the Provision of Payment Services issued by the Bank (hereinafter referred to as the “**Business Terms and Conditions for Payment Services**”).

## ARTICLE 2

### GENERAL PROVISIONS ON ACCOUNTS AND DEPOSITS

- 2.1 The Bank accepts deposits from the Client on current accounts, deposit accounts and, depending on the circumstances, the Bank may also agree with the Client on another form of deposit. The Client is not legally entitled for deposit acceptance or for account opening with the Bank, unless a special law imposes on the Bank the obligation to accept a deposit or to establish an account for a certain type of client and at the same time the statutory conditions are met.
- 2.2 The Bank is obliged, under agreed terms, to accept cash deposits or payments to the account in the name of the account holder in the currency of the account and from the money on the account according to the order of the account holder or other authorized person or subject to fulfillment of other conditions specified in the contract to pay in cash requested amount to account holder or to make payments to the designated persons on behalf of the account holder. From the account balance or from another deposit, the Bank pays the interest agreed upon in the contract, otherwise interest calculated on the basis of the Bank's interest rate published at the Bank's website ([https://www.unicreditbank.sk/sk/ostatne/urokove\\_sadzby.html](https://www.unicreditbank.sk/sk/ostatne/urokove_sadzby.html)) for the relevant client segment (hereinafter referred to as the “**Interest Rates**”).
- 2.3 The Bank determines the currency in which it opens and keeps accounts and accepts other forms of deposits, determines the amount of the basic (minimum) deposit and the minimum balance of the account through the Basic Conditions for Acceptance of Deposits, which are published by the Bank on its website (<https://www.unicreditbank.sk/sk/ostatne/obchodnepodmienky.html>) and on the premises of its points of sale (hereinafter referred to as the “**Basic Conditions for Acceptance of Deposits**”).
- 2.4 The Bank shall establish a current account or a deposit account at the Client's request as the account holder. An Account or Deposit Agreement (hereinafter referred to as the “**contract**”) is entered into in writing, unless a special law or these Business Terms and Conditions governs the Bank's right to open an account under a contract in other than a written form. The contract may also be concluded by means of distance communication. If the contract is concluded by means of distance communication in an environment where the Bank verifies the Client's identity through technical means (in particular electronic payment applications of Internet or Mobile Banking) prior to the conclusion of the contract, the Client's handwritten signature is replaced by another form of provable consent of the Client to the content of the contract.
- 2.5 The Bank shall assign a unique number to each established account, which shall be communicated to the Client in the relevant contract. The Bank may, for exceptional business reasons (such as the acquisition or sale of a Bank or an enterprise thereof, merger of a Bank with another bank, or other objective circumstance requiring a change in account number), to change the account number without the consent of the account holder, whereas it shall inform the account holder in writing at least 2 months in advance.
- 2.6 Unless otherwise agreed in the contract, if the deposit was neither deposited when the account was created nor credited to the account within the agreed time after the account was opened, the Bank may cancel the account without further notice. Cancellation of the account also leads to termination of the respective contract.

- 2.7 Deposit insurance, the method and extent of compensation payments and other conditions are determined by Czech law No. 21/1991 Coll. on Banks as amended, and the Bank publishes them at its web site and at the premises of the Bank's Branch, informs the Client about them in the relevant contract and in other ways specified by law.

## ARTICLE 3

### BANK'S RIGHT TO FEES

- 3.1 The contract establishes the Bank's right to receive remuneration (fees) for the establishment and maintenance of the account, for payment transactions, for the provision of services bound to a payment account and for the provision of other services (collectively referred to as „fees“) and the obligation of the Client to pay them; whereas, as to the amount and maturity of the fees the contract usually refers to the relevant Price List issued by the Bank for the respective client segment, thereby making the relevant Price List part of the content of the contract. The contract may provide for a different arrangement of payment of fees compared to the Price List.
- 3.2 If the contract between the Bank and the Client provides for arrangement on so-called service package, the fee is then determined by the lump sum listed in Price List for particular package. The content of the service package (types of accounts and services thereto, payment instruments issued to the account, the type, or the number of payment transactions covered by the lump sum within the package and others) is determined by the Price List. Products and services that are not part of the package or their Client uses them over the scope determined by the Price List for the relevant period are subject to, except for a service package fee, an individual fee according to the Price List.
- 3.3 The Bank charges the fees preferably to the debit of the account determined by the contract or to the debit of the account to which the fee relates or with which a certain service is connected and provided that there is insufficient amount of funds to pay the due fees in the account, then to the debit of any Client's account with the Bank.

## ARTICLE 4

### TERMINATION OF THE CONTRACT

- 4.1 If the contract or these Business Terms and Conditions do not specify otherwise in a specific case, the termination of the contractual relationship established by the contract occurs:
- a) upon expiry of the period for which the account or deposit was established,
  - b) by agreement of the parties to the contract,
  - c) upon a written notice given by any of the parties to the contract with a notice period of one month commencing on the date of delivery of the notice,
  - d) upon withdrawal from the contract from the reasons stated in the contract, in these Business Terms and Conditions or in General Business Terms and Conditions or in the law, (e) by other methods provided for in a specific contract or, as the case may be, by these Business Terms and Conditions or by law.
  - e) by other means regulated by a particular contract or, depending on the circumstances, by these Business Terms and Conditions or the law.
- 4.2 The Client who is a consumer is entitled to terminate the contract on payment account at any time, without giving any reason, by serving a written notice to the Bank, with a one-month notice period commencing on the date of delivery of the notice. If the payment instrument was issued to the account or, in connection with the account contract, the Client or third parties were provided with any other products or services, the account contract shall be terminated only upon the settlement of all Client's or third parties' obligations towards the Bank arising from the related products and services. If the payment instrument is not issued to the account and the account is not bound to products and services which can be terminated immediately together with the respective account contract, the notice period shall not apply and the account contract expires on the day of delivery of the notice to the Bank, in which case the Bank shall notify the Client in writing by sending the final statement of the account, provided that the Client notified the Bank on his address for delivery.
- 4.3 The Bank is entitled to terminate the contract on payment account with the consumer at any time without giving any reason, with a notice period of two months starting from the day of delivery of written notice to the Client.
- 4.4 The Bank is entitled to terminate the contract on payment account with a non-consumer Client at any time without giving any reason, with a notice period of one month starting from the day of delivery of the written notice to the Client.
- 4.5 The Bank is entitled to suspend the provision of payment services (making payments in favour or out of the account) and, as the case may be, to terminate the payment account with immediate effect if:
- (a) the account holder or any person authorized to act on his behalf acts as a payment service user in a demonstrably fraudulent manner,
  - (b) within the agreed term, otherwise within 5 days from the setting up of the account, funds were not deposited to the account in the amount of the basic deposit determined in the Basic Conditions for Acceptance of Deposits,
  - (c) the Client has breached the provisions of the relevant contract in a substantial manner, for which the duration of unauthorized overdraft is also considered if lasts more than 10 days,

- (d) the Client fails to provide the Bank with the information and documents necessary for carrying out the care in relation to the Client or for the identification and verification of identification of the Client and other persons within the scope of the anti money laundering legislation and protection against terrorist financing legislation, including if the Client can not be contacted at the address notified to the Bank or if the Client refuses to prove to the Bank on behalf of whom he is acting,
  - (e) the Client or a person acting on its behalf has substantially breached obligations under another agreement with the Bank relating to a payment account, in particular the contract for the issuance of a payment card to a payment account or a contract for the provision of electronic banking services to a payment account.
- 4.6 Upon the death of the account holder - natural person the contract does not cease to exist. The authorizations and mandates given by the account holder to third person, including those given by means of a signature specimen stored in the Bank shall cease to exist upon the death of the account holder. The death of the account holder does not affect the interest on the account balance and the charged fees. If the Bank learns of an account holder's death, it will prevent execution of debit payment transactions from the account, including execution of standing orders or collections ordered/approved by the account holder, and will block payment instruments issued to the account. The Bank shall allow disposal of funds on the account to a person in accordance with the instructions of the court or other authority which performs inheritance proceedings. The above shall apply accordingly, if the Bank learns by the relevant means that the account holder - natural person is missing.
- 4.7 In the case of account holder who was individual – entrepreneur, the Bank shall allow, pursuant to the valid generally binding legal regulations (Act No. 455/1991 on Trades as amended) to dispose of funds on the account until the end of inheritance proceedings only to the person who will present valid decision of a court on appointment of inheritance trustee or to person who continues in the trade and who proves this fact to the Bank.

## ARTICLE 5

### CURRENT ACCOUNTS

- 5.1 The Bank shall, upon request of the Client, open a current account at his or her name/business name, based on a written contract on the current account. The Bank shall establish a current account also for a established however not yet registered trading company (prior to its registration in the Commercial Register), whereas the provisions of the Slovak Commercial Code and the relevant Articles of Association/ Incorporation shall be applied as to the execution of legal acts on behalf of such company prior to its registration. Establishment of a current account for a company not registered in the Commercial Register is not a management of a contribution by the Bank.
- 5.2 The current account serves, unless otherwise agreed in the contract, in particular for deposits and withdrawals of funds, for the execution of payment transactions and settlement. Unless otherwise provided by the contract, the current account is a payment account and the current account contract forms a part of the framework contract for the provision of payment services under Act no. 492/2009 Coll. on Payment Services, entered into for indefinite period. If the Bank establishes a current account for the Client that is not a payment account under a contract arrangement (for example, a reference account according to paragraph 5.12 below), the contract on such account is not a part of the framework agreement on the provision of payment services under the Payment Services Act, and the provisions of the Payment Services Act concerning payment accounts shall not apply to rights and obligations of the contracting parties.
- 5.3 Unless otherwise agreed by the Bank and the Client, the Bank requires the issuance of the signature specimen to dispose of the funds on the account by the Client. An account holder can also determine that one signature specimen stored in the Bank is used for several accounts with the Bank.
- 5.4 The original of the signature specimen and its electronic display are retained by the Bank and are solely for its use. The identity of the account holder and other persons authorized to dispose of the funds in the account or authorized to execute other legal acts on behalf of Client (for such other persons hereinafter referred to as the „**authorized person**“), shall be verified upon signature of the signature specimen. If the signature specimen is not signed in front of a bank employee, the Bank is authorized to request that the signature of the account holder or of the authorized person is officially verified. The account holder shall indicate the extent of the authorization of each authorized person on the signature pattern. When disposing with the funds on the account, the account holder or the authorized person shall use signature in accordance with the signature specimen deposited with the Bank unless they agree otherwise with the Bank. If the account holder states in the part of the signature specimen for that purpose a stamp signature as a compulsory part of the model signature, the Bank will request that stamp to be used with the signature on all documents signed by the account holder or the authorized person.
- 5.5 Only the account holder may change the signature specimen. If there are more account holders, they shall act jointly when changing the signature specimen. The terms of the signature specimen (number of authorized persons, content or the scope of the authorization) may be changed, canceled or restricted, in accordance with the rules defined by the Bank on the signature specimen template. The change of the signature specimen shall be effective to the Bank on the working day following the change unless the Bank agrees in writing otherwise. The cancellation of the disposition rights of a particular authorized person is effective immediately. The removal of the authorized person from the signature specimen shall not affect the validity of the payment orders and other orders received by the Bank prior to the notification of the cancellation of the authorizations. If more signatures specimens are delivered to the Bank on the same day to the same account, the signature specimen delivered as the last one on that day to the Branch maintaining the account shall apply.

- 5.6 The signature specimen is valid until the revocation or notification of its change to the Bank, despite the change in the facts which formed the basis for the signature specimen (eg there was a change in the entry in the commercial register of the persons authorized to act on behalf of the account holder being a legal entity, etc.). The authorized person may terminate the authorization provided in the signature specimen with immediate effect. Upon the death of the authorized person his entitlements under the signature specimen shall cease to exist.
- 5.7 Notwithstanding the scope of mandate given in the signature specimen, the authorized person is not entitled to the following acts on behalf of the account holder:
- (a) the amendment and cancellation / termination of the contract,
  - (b) to modify and cancel the signature specimen to the account,
  - (c) to any legal act the execution of which will the Bank enable, at its sole discretion, to the account holder only.
- 5.8 Payments received to the account in different currency from the one in which the account is maintained shall be converted into the currency of the account at the exchange rate agreed upon in the contract, otherwise at the exchange rate indicated in the Bank's exchange rate list. For the conversion, the Client is obliged to pay the Bank a fee based on the Price List valid on the day of conversion. The Bank is not obliged to accept a cash deposit for an account in coins in a foreign currency.
- 5.9 The account holder may request the Bank to block the funds in the account for the benefit of the third party or to the account holder itself, whereas the conditions for the payment of the sum to be paid, as well as other details of the account holder's order, shall be agreed upon by means of a special contract form. Establishment of blocking of funds is subject to payment of the fee according to the Price List or agreed upon in a special contract.
- 5.10 Based on a special credit agreement for an indefinite period, the Bank may agree with the Client on a loan whose purpose is for the Bank to execute payment orders up to a certain agreed amount on a current account, even if the Client does not have the necessary own funds on the account (hereinafter referred to as the **"Authorized Overdraft"**). Such a credit agreement may also be concluded upon a proposal of the Bank addressed to the Client on a durable medium, and the Client may express his / her acceptance of the Bank's proposal and the drawdown of funds. Repayment of the Authorized Overdraft shall be made automatically each time funds are credited to the current account, thereby reducing the Authorized Overdraft or repaying it from time to time. The conditions for the termination and procedures for the recovery of the Authorized Overdraft shall be governed by a separate agreement pursuant to this clause and by the provisions of the Business Terms and Conditions for the Provision of Consumer Credit to Individuals - Non-Entrepreneurs, which shall apply mutatis mutandis.
- 5.11 The Account Holder is required to comply with the requirement of minimum account balance as determined by the Basic Terms and Conditions of Acceptance of Deposits. The Bank is not obliged to execute the Account Holder's payment order whose execution would cause the funds on the account to fall below the amount of the specified minimum balance. The Account Holder is required to secure at least the amount of funds in the Account Holder's account sufficient to cover the Account Holder's due liabilities to the Bank for the relevant period. The Bank is entitled to settle some payments (corrective settlements, fees, tax deductions, financial transactions tax payment, contactless payments by payment cards issued to the account, receivables of the Bank from other products provided by the Bank) from any account of the Client, even if there are insufficient funds in the account. The Bank may exercise this right even if there is an Authorized Overdraft on the account. In the event of insufficient funds in the account, such settlement may result in an unauthorized overdraft balance on some of the Client's accounts or an overdraft exceeding the maximum Authorized Overdraft (hereinafter referred to as **"Unauthorized Overdraft"**). The Account Holder is obliged to settle the Unauthorized Overdraft on the account. The Bank shall notify the Account Holder of the occurrence of the Unauthorized Overdraft and invite the Account Holder to settle it within the time limit specified by the Bank. An Unauthorized Overdraft is a loan granted by the Bank to the Client, whereby the relations of the contracting parties with regard to the amount owed are governed by the provisions of the Commercial Code and the Business Terms and Conditions for Loans for Entrepreneurs – Non-Consumers. The relevant provisions of the Consumer Credit Act as amended and the Business Terms and Conditions for the Provision of Consumer Credit to Individuals – Non-Entrepreneurs shall apply mutatis mutandis to the Unauthorized Overdraft on the accounts of consumers.
- 5.12 The reference account is a special type of current account that is not intended for the execution of standard payment transactions. The Bank shall open the reference account, at the request of the Client or without its request, as a supplementary current account with its own signature specimen for servicing a deposit account or for clearing transactions in connection with the purchase and sale of securities through the Bank or for other selected purposes, provided that the Client does not wish to use his/her payment account for that purpose.
- 5.13 If the account contract expires, the Bank may cancel the account and handle the balance of the account as instructed by the account holder. Unless the account holder determines the manner in which the Bank shall pay or transfer the funds after the account is canceled, the Bank keeps the funds free of interest.
- 5.14 The Bank provides special deposit products (accounts) for selected clients (eg minors under 15 years of age, students, etc.) and issues payment instruments under the conditions published in the Price List. For these product types shall apply that after the Client reaches the upper limit of the specified age, the Bank will change that particular product to a different product type that is determined as a continuing product (account, service package, etc.) in the Price List valid at the time of the change.

## ARTICLE 6 JOINT ACCOUNTS

- 6.1 The Bank may set up one current account for two or more adult Clients, each of which has the status of account holder (Joint Account). All account holders are jointly and severally liable from legal acts relating to the joint account. The Bank establishes joint account solely for adult Clients - non-entrepreneurs.
- 6.2 Legal acts related to:
- a) change, amendment or termination of the contract,
  - b) granting, changing and revocation of the authorization to authorized persons,
  - c) other disposition with the contract as may be determined by the Bank, may be validly executed only by joint legal act of the account holders.
- 6.3 The Bank does not investigate mutual claims of account holders with respect to their shares in funds in the joint account and does not bear any responsibility for these mutual claims. Unless expressly stated otherwise, the Bank's action against one of the holders is an act done against each other and, similarly, the action taken by one of the account holders against the Bank is the act of all account holders.
- 6.4 In the event of the death of any of the account holders, other holders are entitled to dispose of the funds in the joint account. In the event of the death of an account holder or one of the holders of a current account to which state retirement benefits are remitted, the Bank shall be entitled to block the account against withdrawals.
- 6.5 For the delivery of correspondence relating to a joint account, the provisions on delivery of the General Business Terms and Conditions shall apply, with the exception that if the Bank delivers the correspondence relating to the joint account to one of the account holders, the effects of such delivery shall apply also to remaining account holders.

## ARTICLE 7 SAVING ACCOUNTS

- 7.1 The Bank establishes and maintains savings accounts for the Client in the Euro or in the designated foreign currencies on the basis of a written contract between the Bank and the account holder. Unless otherwise agreed in the contract, the savings account is a payment account and the contract on the savings account is part of the framework agreement on payment services under the Payment Services Act.
- 7.2 The saving account is established without a notice period or with a notice period. The notice period and its duration shall be agreed between the account holder and the Bank in the contract. The notice periods offered by the Bank for individual types of savings accounts as well as the amount of the penalty for early disposition of the deposit are published in the Price List and in the premises of the Bank's Branches.
- 7.3 The saving account may have a separate signature specimen or, with the written consent of the account holder, the Bank may accept the use of a signature specimen assigned to another account kept with the Bank for the same account holder.
- 7.4 Funds can be deposited on the savings account in cash or by wire transfer. From the savings account, it is possible to withdraw in cash or to transfer the balance of the deposit or its part (hereinafter referred to as „**deposit disposal**“).
- 7.5 If the notice period is agreed upon in the saving account contract, the account holder shall be entitled to deposit disposal without penalty only after termination notice is delivered to the Bank and after the agreed notice period has elapsed; the day on which the deposit is due is the day following the expiry of the notice period and if such day is not a bank business day then the following bank business day will be the due date. The contract may specify the conditions for deposit disposal after delivery of termination notice otherwise.
- 7.6 If interest under the contract is to be credited to the saving account, the account holder is entitled to dispose of the amount of the accrued interest during a period of 12 months from their crediting to account even without termination notice to the Bank.
- 7.7 It is permissible for a single saving account to notify several termination notices to any amount of the deposit, but not more than the amount of the available saving account balance. The length of the notice period agreed in the contract shall apply equally to all delivered termination notices.
- 7.8 If the account holder does not send a termination notice or he insists on the deposit disposal before the expiration of the notice period, the Bank is entitled to make such deposit disposal conditional subject to the payment of the penalty fee, the amount of which or the method of calculation thereof is determined by the Price List. The Bank will not allow the deposit disposal if the balance of the saving account, after such disposal, would have dropped under the amount corresponding to the sum of the previously notified terminations. If on the due date the account holder has requested a payment higher than the amount subject to termination notice, the Bank is entitled to clear a penalty (fee) subject to Price List calculated from the amount that exceeds terminated amount.
- 7.9 The termination notice must be notified to the Bank in writing or by telephone via the designated service. If the last day of the notice period is a non-banking day then the following banking business day will be the last day of the notice period. If the account holder fails to dispose of deposit or a part thereof within 5 calendar days after expiration of the notice period, such termination will not be considered by the Bank and the Bank will continue to keep the deposit under the terms and conditions agreed in the contract.
- 7.10 If the account holder has asked the Bank for permission to deposit disposal on certain day without termination notice and, no deposit disposal has occurred on that day, such a request shall not have legal effect of a notice of termination.



## ARTICLE 8

### DEPOSIT ACCOUNTS

- 8.1 The Bank establishes and maintains a deposit account in a specific currency based on a written agreement for the account holder.
- 8.2 The provision and use of a deposit account in a certain currency is subject to the existence of a reference account (article 5.12 of these Business Terms and Conditions) of the Client in the same currency in the Bank, through which payments are made in favor of the deposit account and vice versa. The Client may use his / her current (payment) account for these purposes. The saving account (article 7 of these Business Terms and Conditions) cannot fulfill the function of a reference account to a deposit account.
- 8.3 In the deposit account, it is possible to establish multiple term deposits in the same currency with different maturity periods. The condition of accepting the deposit on the deposit account by the Bank is the conclusion of a special deposit agreement between the Bank and the account holder, in which the terms of the specific deposit will be agreed upon (reference number, amount and currency of the deposit, maturity, interest rate on the date of the deposit establishment, possible automatic deposit renewal). The account holder may, through the signature specimen to the reference account, authorize other natural persons to set up, cancel and dispose of term deposits on a deposit account.
- 8.4 Client makes deposits on a deposit account, unless otherwise agreed, solely through a reference account. When making a deposit, the Bank transfers agreed deposit amount from the reference account to the deposit account, and on the due date of the deposit it pays a deposit with interest to the reference account or to another account designated by the account holder in the deposit agreement.
- 8.5 If the automatic renewal of the deposit is agreed upon, the Bank shall, without any further action by the Client on the due date of the deposit, transfer the amount corresponding to the amount of the agreed renewed deposit from the reference account to the deposit account and establish a renewed deposit. If, at the time of the deposit establishment or at the time of the renewed deposit establishment, there are not sufficient funds on the reference account to set up the agreed deposit, the deposit will not be established.
- 8.6 If the automatic renewal of the deposit has been agreed upon and the account holder is not interested in setting up a renewed deposit, he shall notify the Bank of this fact at least two bank business days before the due date, otherwise such account holder's request shall be treated as an application for early deposit disposal and shall be subject to payment of the fee for early deposit disposal.
- 8.7 Deposit disposal during the agreed maturity period is possible only with the consent of the Bank. At the request of the account holder, the Bank may agree to an early deposit disposal, subject to the payment of a fee determined by the Price List.
- 8.8 The account holder is entitled to interest on the term deposit agreed with the Bank which shall be credited on the due date to the account specified in the deposit agreement. If the automatic renewal of the deposit has been agreed upon, the Bank pays interest on the renewed deposit at interest rate applicable for the agreed maturity period published by the Bank on the day of the re-establishment of the deposit. The interest rate does not change during the maturity period. The interest rate calculation is based on the actual number of days in the calendar month and fictions of 365 days in the calendar year.
- 8.9 Establishment of term deposits through Electronic Banking Services is governed by the Business Terms and Conditions for the Provision of Electronic Banking Services issued by the Bank, unless otherwise stated in these Business Terms and Conditions.
- 8.10 If the account holder and the Bank did not agree to an automatic renewal of the deposit and the account holder did not give the Bank any other instruction, the Bank shall transfer the principal and interest on the due date to the reference account which shall bear no interest.
- 8.11 If the account holder has not credited the amount of a basic deposit to the reference account upon signing the deposit agreement at the latest, he/she must do so at the latest within the term specified in the deposit agreement. If this obligation fails to be met within the specified timeframe and no other agreement with the Bank is reached, the deposit agreement expires without any further condition.
- 8.12 The Bank is entitled to cancel the deposit account and the relevant reference account (unless it is a payment account of the Client) if no deposit is made during a period of 12 months. The Bank will also cancel the deposit account if the reference account has been canceled for any reason, and the account holder has not designated another current account with the Bank for that purpose.
- 8.13 The Bank shall inform the account holder about the transfers and deposits made and their ID numbers, about fees cleared, about interest rates and the amount of interest credited by means of an account statement from the reference account. A reference account statement serves, in terms of payment transactions made in favor or from a deposit account, also as an account statement from the deposit account. The manner and periodicity of the provision of account statements is specified in the contract under which the reference account is established.



## ARTICLE 9 INTEREST

- 9.1 Deposit shall bear interest at the rate expressed as a percentage rate in the currency in which the account is maintained / issued at the amount agreed upon in the contract or at the amount published by the Bank and under the conditions specified in the document by means of which the interest rates are declared (paragraph 2.2 of these Business Terms and Conditions).
- 9.2 The interest accrual begins on the day when the funds (deposit) are credited to the account and ends on the day before the date of their withdrawal or transfer. The Bank shall credit interest on the account once a year, on the last calendar day of the year, unless otherwise agreed in the contract or unless otherwise stated for the individual product by the Bank.
- 9.3 The Bank shall charge interest on the Authorized Overdraft and Unauthorized Overdraft at the interest rate published in the Interest Rates. Interest is debited to the current account once a month. In the event that the Bank requests repayment of the Authorized Overdraft or the contractual relationship under the Authorized Overdraft is terminated and the Client fails to repay the receivable under the Authorized Overdraft, the Client shall be liable to pay interest on the overdue amount in addition to the regular interest on the overdue amount.
- 9.4 The Bank is authorized to change published interest rates (clause 2.2 hereof) unilaterally in accordance with its business policy and following developments in the interbank market. Changes in the amount of the declared interest rates or in the interest accrual dates together with the effectiveness of such change, shall be published by the Bank in its business premises and on its website or in any other appropriate manner.
- 9.5 Interest paid by the Bank is subject to taxation in accordance with the applicable laws and international treaties to which the Slovak Republic is bound. When concluding a contract, the Bank shall ascertain the place of tax residence of the Client and the Client shall be obliged, upon request of the Bank, to prove the facts affecting the determination of the correct rate of tax on interest or other income (confirmation / declaration of tax residence). If the account holder does not specify (not prove) his tax residence, this will be determined by the Bank from the available information. If, due to the Client's side, the Bank has misdirected the amount of the withholding tax and if the tax administrator fails the tax arrears and any penalties for incorrect levy, the Bank is entitled to charge the Client's account within the scope of such payment.
- 9.6 For the purposes of taxation, the Bank shares the balance of the joint account in the same proportion.

## ARTICLE 10 PROVISION OF INFORMATION ON PAYMENT TRANSACTIONS (ACCOUNT STATEMENTS)

- 10.1 The Bank shall provide the Client with information on payment transactions through a statement of account or other written document in the scope of the Payment Services Act for the agreed calendar time within time periods and in the manner prescribed by law or agreed with the Client in the respective contract.
- 10.2 Current account statements are provided by the Bank:
- (a) to a Client who is not a consumer under the Payment Services Act within the time periods and in the manner agreed in the current account contract, while the Bank for this service charges a fee in accordance with a valid Price List; and
  - (b) at least once a month, to the Client who is the consumer, unless otherwise agreed in the current account contract.
- 10.3 The bank provides statements of accounts in paper or electronic form. Paper form statements shall be delivered by the Bank to the Client by post to the address agreed in the contract or left for Client's takeover at the agreed Branch of the Bank. Electronic statements are delivered by the Bank via e-mail in PDF format as well as made available through the Electronic Banking service.
- 10.4 If the Bank and the Client agree to take over statements from the account personally at a Bank's Branch and the statements thus stored will not be collected by the Client within three (3) months from the day following their execution, the Bank shall be entitled to liquidate them.
- 10.5 If the Bank and the Client agree on the method and frequency of receipt of account statements less than one time in a calendar month, the Bank shall issue upon request of the Client any monthly account statement free of charge. This is without prejudice to charging the issuance of a duplicate statement.
- 10.6 If, for technical reasons, the Bank does not enter information on the payment transactions made at the end of the agreed calendar period in the statement of account, it shall record them in the statement for the following period.
- 10.7 The Client shall be obliged, upon a Bank's request, to confirm the correctness of the balance on the account on the last day of the previous year by 31 January of the following year or to submit objections within this period. For the purpose of inventorying assets and liabilities, the omission of the confirmation or the non-opposition within this time limit is considered as a Client's approval of the account balance. Such omission shall not affect the Client's right to require the Bank to make corrections under the Payment Services Act, provided that the justified objection is presented within the statutory time limit.
- 10.8 In the event of the death of the account holder, the Bank shall be entitled to limit the delivery of statements to reduce the costs of the heirs.

## ARTICLE 11

### EXECUTION PROCEEDINGS

- 11.1 If there is an execution proceedings initiated against Client by means of account receivable execution or other proceedings having a similar effect on the rights of the Client to deposit payment (account receivable) the Bank is required by law to block the amount representing the amount of enforced receivable determined in the decision of the execution authority, whereas the Bank shall be entitled, to cover payment of future interest and other accessories in the execution proceedings, to increase blocked amount by default interest or other accessories calculated three (3) months in advance. The Client is not entitled to dispose of the blocked funds during the blocking period, except for the cases allowed under the law.
- 11.2 If currency of the claim being recovered specified in the order for commencement of execution is not the same as the currency in which the blocked account of the Client is maintained, the Bank is entitled to block on the account of the Client a sum in the amount of the claim translated by applying FX mid exchange rate published on the day of delivery of order for commencement of execution increased by 10% for foreign exchange differences. In the case of payment of the claim from execution, the Bank is entitled to make conversion of the blocked sum into currency in which the order for commencement of execution is issued. If the Client does not have an account in the Bank in a common currency, the Bank shall make the execution payment in the common currency through the Bank's internal account in the common currency.
- 11.3 All costs of the Bank connected with execution including costs connected with conversion shall be borne by the Client in full.
- 11.4 The Client is entitled to request in writing at the Bank's point of sale the payment of funds up to the amount not subject to execution under the applicable legal regulations. In such a case, the Client must declare to the Bank that he/she has not claimed the right to their payment from another account, even in another bank. The Bank shall pay the funds not subject to execution to the Client in cash, unless another method of payment is agreed. If the Client does not request payment of funds not subject to execution, the Bank shall make payment of the execution from the available funds in the account.
- 11.5 If wage or any other income is sent to the Client to the account blocked for execution from which the Client requires payment of sum that may not be deducted from the Client's monthly wage according to the law, the Client shall notify this fact to the Bank in writing including specification of the amount of such a sum. The Bank shall pay required amount only after receiving the approval of an executor delivered in paper form or by means of special electronic communication and only in the case that credit funds in sufficient amount are present on the Client's account. The Bank shall pay the required amount to the Client in cash, unless other form of payment is agreed. If an executor does not agree with the amount of the sum specified by the liable party, the amount determined by the executor shall be decisive.
- 11.6 If the Client's account is blocked for other reasons, e.g. ordered ban on disposition with the account, execution, the right of pledge or execution of court's decision, the Bank shall not be entitled to pay the funds to the Client.
- 11.7 With regard to the fact that funds intended for special purpose are excluded from executions pursuant to applicable legal regulations, however such exclusion shall not apply to accounts (i.e., Client's receivables from the Bank), the Bank shall be entitled to block all accounts of the Client within the framework of the execution proceedings, including accounts maintained for special purpose and specific accounts, whereas proving of the fact that funds not subject to execution are present on such accounts shall be the obligation of the Client as account holder, who shall apply for their release pursuant to applicable legal regulations (at the authority which ordered the execution, or in the court).
- 11.8 Voluntary payment of receivable being enforced in execution proceedings from funds which are blocked on the account of the Client in the relevant execution proceedings, can be made only on the basis of Transfer Order (payment order) submitted at Branch and only in case that they are actually present on the account. The Bank is not obliged to allow the Client payment of receivable being enforced by execution from the Authorized Overdraft even if it has been granted by the Bank to the account. Voluntary payment of tax execution from blocked funds can be performed only with the consent of the tax authority. In the case of execution of a decision ordered by a court, the law does not allow voluntary payments from blocked funds.
- 11.9 If an account on which there is an Authorized Overdraft granted is also subject to execution, the Bank, after being served with an order for commencement of execution from the account, is entitled to reject drawing of the Authorised Overdraft and require its repayment. The right of the Client to draw the Authorized Overdraft is not an account receivable that is subject to execution. Due to execution, the Bank can redirect the funds being paid by the Client to repay the Authorized Overdraft to another account of the Client without a overdraft limit where funds subject to execution will be blocked. If the Client does not have such an account, the Bank is entitled to establish to that end the so-called execution account on the Client's name, on which funds subject to execution will be blocked.
- 11.10 If the Client wishes to cancel the account subject to execution, the Bank may not pay the blocked funds to the Client. The Client can send balance of funds for payment of the execution voluntarily or these funds shall be transferred to the Bank's internal account where they shall be deposited until receipt of execution order based on which the Bank will dispose of the funds in compliance with the decision of executor, or, in case of cancellation of execution, the Bank shall contact the Client and the Client shall inform the Bank of the account to which unblocked funds can be sent.
- 11.11 If the Client has several accounts kept with the Bank and there are not enough funds to cover the execution in full amount on any of them, the Bank shall impose blocking order for execution at several or at all Client's accounts where necessary, whereas being entitled to make internal transfers of funds to a single account of the Client, from which the execution will be paid after the respective decision of executor becomes enforceable.

## ARTICLE 12

### CHEQUES

- 12.1 Cheque is a security by which the drawer of the cheque orders to the drawee (usually a bank, in which the account is maintained) to pay out amount of the cheque to person indicated in the cheque. The use of cheques is regulated by the Bill of Exchange and Cheque Act.
- 12.2 The drawer can issue the cheque only if there are sufficient funds on the account to which the cheque is issued.
- 12.3 Private cheques are issued by a natural or legal person on cheque forms issued by the Bank upon written request of the account holder at each Bank's Branch. The drawer shall issue the cheque on a form which is provided by the Bank, in compliance with printed form, whereas completed data must be in one language and may not be retyped, crossed out, deleted or otherwise altered. The Bank does not issue cheques.
- 12.4 The drawer can issue the cheque in the name of individual (unabbreviated first name, surname and address) or legal entity (unabbreviated business name and registered office) or in the name of cheque owner (owner, holder). Cheque must be signed in own signature by account holder or by other authorised person to dispose of funds on the account from which it shall be paid, according to specimen signature filed with the Bank.
- 12.5 Drawer or owner can determine in the cheque method of payment – in cash or by cashless transfer to account (supplementation of clause only for clearance).
- 12.6 Person presenting the cheque is obliged to prove his/her identity by a valid identity document. Presenter shall present cheque for payment or for collection within deadlines determined by the law, whereas the date of issue of the cheque shall not be included in the deadline.
- 12.7 After expiry of the deadline determined by law, the drawer of the cheque can refuse payment by revocation of the cheque.
- 12.8 The owner is obliged to immediately report the loss or theft of cheque or cheque book to the Bank in writing; otherwise, the Bank is not liable for the damage occurred due to the clearance of the cheque.
- 12.9 If the cheque is not duly completed, the presenter does not prove his/her identity or there are insufficient funds on the account, the Bank shall return the cheque to the presenter without cash performance, except for cases of reported loss, theft or suspicion of fraudulent action when the Bank is entitled to withhold.

## ARTICLE 13

### CERTAIN PROVISIONS ON FINANCIAL TRANSACTIONS TAX

- 13.1 The Bank is a statutory payer of the Financial Transactions Tax (hereinafter referred to as the “**Tax**”). The Tax shall apply to debit financial transactions (hereinafter referred to as the “**Transactions**”) on the payment accounts of the Client who is a legal entity, a branch office of a foreign entity and payment accounts used for business purposes of the Client who is a natural person – entrepreneur (hereinafter referred to as the “**Taxpayer**”).
- 13.2 A Client who is not a Taxpayer is obliged to notify the Bank of this fact by delivering a notification, a template of which shall be published by the Bank on its website. The Bank shall not collect the Tax from the day following the date of delivery of the notification to the Bank. The Client shall be liable to the Bank for any loss incurred by the Bank as a result of the provision of false information in the Notification.
- 13.3 A Client who conducts Transactions that are not subject to the Tax under the Act on a special account shall notify the Bank of this fact by delivering a notification, a specimen of which shall be published by the Bank on its website. In such a case, the Bank shall not collect the Tax from the day following the date of delivery of the notification to the Bank. The Client shall be liable to the Bank for any loss incurred by the Bank as a result of the provision of false information in the Notification.
- 13.4 The Bank shall be entitled not to collect the Tax if it decides that the Client is not a Taxpayer or that the Transaction is not subject to the Tax under the Act.
- 13.5 The Bank shall not collect Tax on a financial transaction made between multiple accounts held in the business name or name of the same Taxpayer.
- 13.6 The Bank applies the Tax daily, monthly or when the account is closed.
- 13.7 If the Client has doubts about the correctness of the collected Tax, the Client is entitled to submit a complaint to the Bank in accordance with the Rules of Complaints.

## ARTICLE 14

### FINAL PROVISIONS

- 14.1 These Business Terms and Conditions shall enter into force on **1 June 2025** and supersede the Business Terms and Conditions dated 1 January 2024 in their entirety.