

BUSINESS TERMS AND CONDITIONS FOR THE PROVISION OF CONSUMER CREDIT TO INDIVIDUALS - NON- ENTREPRENEURS

UniCredit Bank

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

ARTICLE 1 BASIC PROVISIONS

1. These Business Terms and Conditions for the Provision of Consumer Credit to Individuals – Non-Entrepreneurs (hereinafter referred to as the “Business Terms and Conditions”) are issued by UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Prague 4 – Michle, ID No.: 649 48 242, registered in the Companies Register of the Municipal Court in Prague, Section: B, File No.: 3608, branch office: UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancová 1/A, 813 33 Bratislava, ID No.: 47 251 336, registered in the Companies Register of the Bratislava III Municipal Court, Section: Po, File No.: 2310/B (hereinafter referred to as the “Bank”).
2. These Business Terms and Conditions define part of the Consumer Credit Agreement and the Agreement on Consumer Credit in the Form of Authorised Overdraft on Current Account concluded in accordance with the provisions of Act No. 312/2025 Coll. on Consumer Credit and Other Loans for Consumers and on the amendment and supplementation of certain acts as amended (hereinafter, for the collective designation of both agreements, referred to as the “**Loan Agreement**” and the legislation hereinafter referred to as the “Consumer Credit Act”) between the Bank and the Client - consumer (hereinafter referred to as the “**Client**” or the “**Borrower**”), under which the Bank provides the Borrower with a consumer credit (hereinafter referred to as the “**Loan**”) and they also apply to all negotiations on the conclusion of the Loan Agreement from the time they first become part of any Loan-related document between the Bank and the Borrower that refers to these Business Terms and Conditions.
3. The legal relationships between the Bank and the Borrower not regulated by the Loan Agreement or the present Business Terms and Conditions or the General Business Terms and Conditions for the Performance of Banking Deals (hereinafter referred to as the “**GBTC**”) shall be governed by the generally binding legal regulations applicable to the agreed contractual relationship. These Business Terms and Conditions, the Price List of Banking Services for Individuals (hereinafter referred to as the “Price List”) and the GBTC form an integral part of the Loan Agreement.
4. Capitalised terms in brackets used in the Business Terms and Conditions or the Loan Agreement or the Loan-related agreements and documents are intended to be shorthand for a particular expression and have the same meaning in the Business Terms and Conditions, the Loan Agreement or the Loan-related agreements and documents. In these Business Terms and Conditions, the term “Loan” shall also refer to a consumer credit in the form of an authorised overdraft on the Client’s current account (hereinafter referred to as the “Authorised Overdraft”), provided that the relevant provisions of these Business Terms and Conditions also apply to the Authorised Overdraft.

ARTICLE 2 UNILATERAL AMENDMENT

1. The Bank shall be entitled to unilaterally change the interest rate agreed in the Loan Agreement (hereinafter referred to as the “Interest Rate”), whereby the Bank shall inform the Borrower of the change in the Interest Rate in writing at least 15 days prior to the effective date of such change.
2. The Bank may unilaterally amend the terms and conditions of the Loan Agreement, including these Business Terms and Conditions, for the following reasons:
 - a) legislative changes that have or may have an impact on the Bank’s lending,
 - b) changes in the financial or banking market objectively capable of affecting the Bank’s lending,
 - c) changes in the Bank’s technical, information or security capabilities objectively affecting the Bank’s lending capacity.

The Bank undertakes to inform the Borrower in writing of any amendment to the terms and conditions of the Loan Agreement, including these Business Terms and Conditions, at least 2 months prior to the effective date of the relevant amendment. The Borrower shall be entitled to terminate the Loan Agreement free of charge and with immediate effect upon receipt of the notice of the amendment, no later than the day preceding the effective date of the amendment. Unless the Borrower terminates the Loan Agreement prior to the effective date of the amendment, the amendments shall be binding on the Borrower.

3. The Bank reserves the right, for serious objective reasons, to unilaterally change the amount of fees payable by the Bank or the Borrower on the basis of the Loan Agreement or the Price List. The Bank undertakes to inform the Borrower in writing of the change, the reasons for the change and the Borrower’s option to terminate the Loan Agreement at least 2 months prior to the effective date of the relevant change. The Borrower shall be entitled to terminate the Loan Agreement free of charge and with immediate effect upon receipt of the notice of the amendment, no later than the day preceding the effective date of the amendment. Unless the Borrower terminates the Loan Agreement prior to the effective date of the amendment, the amendments shall be binding on the Borrower.
4. No reason shall be required for a change in favour of the Borrower and the Bank shall inform the Borrower in writing of the change without undue delay after the change has taken place; such change shall not entitle the Borrower to terminate the contractual relationship.

ARTICLE 3

GRANTING AND DRAWING DOWN THE LOAN AND AUTHORISED OVERDRAFT

1. The Loan Agreement may be concluded upon acceptance of the Bank's proposal for the conclusion of the Loan Agreement by the Client, or upon acceptance of the Client's application for the granting of the Loan by the Bank. The Bank grants the Loan after assessing the Client's ability to repay the Loan in accordance with the Consumer Credit Act. The Client is entitled to apply for insurance of the ability to repay the Loan (hereinafter referred to as the „Insurance“) by acceding to the Insurance, provided that the Bank offers such Insurance in connection with the Loan.
2. The Bank shall grant the Loan by wire transfer and upon fulfilment of the conditions, if agreed in the Loan Agreement, to the credit of the account agreed in the Loan Agreement (hereinafter referred to as the „Collection Account“), for the agreed purpose or for no specific purpose.

If the purpose of use of the Loan is agreed in the Loan Agreement, the Borrower must, unless otherwise agreed, prove it to the Bank before drawing the Loan by submitting originals or certified documents proving the purpose of the drawdown. The Loan shall be deemed to have been granted on the date the funds are credited to the Collection Account.
3. The Bank shall be entitled to refuse to grant the Loan if there are changes in the Borrower's creditworthiness that jeopardise the payment of the Borrower's obligations or if other circumstances with a similar effect become known to the Bank, or if one or more of the reasons defined in the Loan Agreement or in these Business Terms and Conditions for which the Bank is entitled to declare early repayment of the Receivable occur simultaneously.
4. The Authorised Overdraft is drawn down by carrying out payment transactions debited to the Borrower's current account (hereinafter referred to as the „Account“). On the basis of payment orders from the Borrower, or even without such orders being submitted, if so provided for in the Loan Agreement and/or the relevant legislation, the Bank shall debit funds from the Account, allow the Borrower to make cash withdrawals or settle payment transactions even if there is insufficient credit balance in the Account, thereby enabling the Borrower to draw down the Authorised Overdraft up to the amount agreed between the Bank and the Borrower.

ARTICLE 4

LOAN AND AUTHORISED OVERDRAFT REPAYMENT

1. Repayment of the Loan and payment of the interest and charges, consisting of interest, interest on late payment, if any, to which the Bank is entitled, the fees agreed to in the Loan Agreement and the Price List, and the costs associated with the exercise of the Bank's rights (hereafter referred to as the „Receivable“) are agreed between the Bank and the Borrower in the Loan Agreement. If there is more than one person on the Borrower's side, such persons shall be jointly and severally liable for the payment of the Receivable.
2. The Borrower shall repay the Loan in regular monthly payments, part of which shall consist of the principal payment of the Loan and part of which shall consist of the interest payment (hereinafter referred to as the „Annuity Payment“ or the „Payment“) in the amounts, at the times, on the terms, conditions and to the debit of the Collection Account as agreed in the Loan Agreement. The fees agreed in the Loan Agreement are payable with the Annuity Payment.
3. The Borrower shall repay the Loan on a monthly basis on the date agreed in the Loan Agreement (hereinafter referred to as the „Payment Date“) within the agreed maturity of the Loan.
4. The Borrower undertakes to make sure there is funds in the Collection Account no later than the Payment Date so that the Payments or the Receivable due are paid on the Payment Date, or the next succeeding business day if the Payment Date is not a business day.
5. The Borrower is entitled to request a repayment schedule in the form of an amortisation table free of charge at any time during the term of the contractual relationship. The amortisation table contains the Payments to be made by the Borrower and the periods for payment thereof, including a breakdown of each Payment showing the amortisation of principal, interest calculated on the basis of the Interest Rate and fees. The Bank shall provide the amortisation table at the earliest after the Loan has been drawn down.
6. Authorised Overdrafts are repaid automatically each time funds are credited to the Borrower's account, thereby gradually reducing the Authorised Overdraft or repaying it in full. Interest and late payment interest on the Authorised Overdraft are payable monthly, on the last day of the calendar month. The Bank shall inform the Borrower of any drawdowns and repayments of the Authorised Overdraft via the Account statement.
7. The Borrower is entitled to request the Bank in writing, stating the reasons for such request, to defer the Loan principal payments or to defer the Annuity Payments. If the Bank accepts the Borrower's request, the terms of deferral of the Loan principal payments or the Annuity Payments shall be agreed with the Borrower in the Loan Agreement or an amendment thereto. During the period of deferral of the Loan principal payments, the Bank shall continue to charge interest on the Loan at the interest rate agreed in the Loan Agreement and the Borrower shall pay only interest and fees, if agreed. During the deferral period for the Annuity Payments, the Bank continues to charge interest on the Loan at the interest rate agreed in the Loan Agreement, and the deferred interest is spread across the remaining Annuity Payments. This provision shall not apply to an Authorised Overdraft.

8. The Borrower is entitled at any time to request the Bank in writing for early repayment of the Loan (hereinafter referred to as the "Early Payment") or part thereof (hereinafter referred to as the "Extraordinary Payment"). Upon the Borrower's written request, the Bank shall issue a confirmation to the Borrower for the purpose of assessing the consequences of Early Payment or Extraordinary Payment; the Bank shall issue the confirmation within the time limit under the Consumer Credit Act. For the Early Payment or the Extraordinary Payment, the Bank is entitled to charge the Borrower a fee according to the applicable Price List. The terms and conditions for making the Early Payment and the Extraordinary Payment are governed by the Loan Agreement.
9. When requesting an Extraordinary Payment, the Borrower is entitled to determine whether the implementation of the Extraordinary Payment will result in shortening the maturity of the Loan while maintaining the Annuity Payment or in maintaining the agreed maturity of the Loan with a reduction in the Annuity Payment. This provision shall not apply to an Authorised Overdraft.
10. For making the Early Payment or the Extraordinary Payment, the Borrower shall make sure there is sufficient funds in the Collection Account (for the Loan) / Account (for the Authorised Overdraft) no later than one business day prior to the agreed date of the Early Payment or the Extraordinary Payment.

ARTICLE 5

INTEREST, INTEREST RATE, INTEREST ON LATE PAYMENT, FEES

1. The Borrower is obliged to pay interest to the Bank on the funds drawn from the Loan from the first day of drawing the Loan until the date of full repayment of the Loan.
2. The interest rate at which the Bank charges interest on the Loan is fixed, determined at a percentage rate per annum (per annum, abbreviated as p.a.) and does not change throughout the term of the contractual relationship, unless otherwise agreed in the Loan Agreement with the Borrower. When calculating interest, the calendar year is calculated on the basis of 360 days and the month on the basis of the actual number of calendar days. The Bank publishes the current interest rates in the Bank's points of sale and on the Bank's website.
3. If the Borrower is in delay in making the Annuity Payment or any part thereof, or in paying the amount owed under the Authorised Overdraft, the Bank is entitled to charge interest on late payment on the overdue principal amount of the Loan in addition to the Interest Rate.
4. The Bank is entitled to charge and the Borrower is obliged to pay to the Bank all fees associated with the Loan. The fees and their amount are determined by the Price List valid at the time the fee is due, which is an integral part of the Loan Agreement; the fees, their amount, valid at the time of conclusion of the contractual relationship and their due date are contained in the Loan Agreement.

ARTICLE 6

EARLY REPAYMENT OF THE RECEIVABLE AT THE BANK'S INITIATIVE

1. The Bank shall be entitled to declare, or exercise the right to, early repayment of the Receivable (immediate repayment) if any one or more of the events defined in the Loan Agreement or in these Business Terms and Conditions occur simultaneously which could result in the Borrower defaulting on the Receivable (hereinafter referred to as the "**Event of Default**"). The Bank shall give the Borrower prior written notice of the existence of an Event of Default and shall allow the Borrower a reasonable period of time to remove the Event of Default, while at the same time notifying the Borrower of the threat of a declaration of early maturity if the Event of Default is not removed within the period of time specified by the Bank. The Bank shall not send a notice to remove an Event of Default if any of the Events of Default under clauses 2(b), 2(g) to 2(i) of this Article, which cannot be removed by the Borrower, occurs.
2. For the purposes of declaring early maturity, the following events shall be deemed to be an Event of Default:
 - a) the Borrower is late in making the Payment for a period exceeding 3 months, and at the same time all the statutory conditions for the Bank to exercise such a right under Act No. 40/1964 Coll., the Civil Code, are met, or
 - b) the Receivable has become due and payable in accordance with applicable law, or
 - c) the Borrower has used the Loan for a purpose other than the agreed purpose, or
 - d) an adverse situation arises in the Borrower's financial standing which may jeopardise the repayment of the Receivable, namely: :
 1. if a lawsuit or similar proceeding is commenced against the Borrower by any of its creditors for the payment of a contractual or non-contractual obligation in an amount the payment of which, in a lump sum, jeopardises the payment of the Borrower's obligation to the Bank, or if there is an enforcement order binding the Borrower to pay such an amount, or an application to open enforcement proceedings has been lodged against the Borrower for the recovery of such receivable; or
 2. if the Borrower initiates a discharge procedure by way of bankruptcy or repayment schedule in accordance with the Bankruptcy and Restructuring Act, or there are conditions for a discharge procedure by way of bankruptcy or repayment schedule in accordance with the Bankruptcy and Restructuring Act in relation to the Borrower; or
 3. if the Borrower has died and no other agreement has been reached with the heirs without undue delay; or

- e) the Borrower's information or statements made herein, the Loan Agreement, the loan application or in the app via which the Loan Agreement has been concluded, including information about a special relationship with the Bank under the Act on Banks or about a politically exposed person prove to be false in material respects and the Borrower fails to provide an additional explanation or the Borrower's explanation is unsatisfactory to the Bank; or
 - f) actions for which the Bank's written consent is required under the Loan Agreement are taken by the Borrower without such consent;
 - g) the Borrower is placed, during the term of the Loan Agreement, on Sanction Lists or other similar lists (hereinafter jointly referred to as the "**Sanction Lists**") issued by (i) the European Union or any of its Member States, (ii) the United States of America, (iii) the United Nations, (iv) the Slovak Republic, or (v) the Czech Republic (hereinafter jointly referred to as the "**Authorised Persons**"), or
 - h) the Authorised Persons (otherwise than by inclusion in the Sanction Lists) publicly declare sanctions (hereinafter referred to as the "**Declaration of Sanction**") against the Borrower, or
 - i) the payment granted to the Borrower or the person designated by the Borrower in the name and for the account of the Borrower under the Loan Agreement is used, directly or indirectly, in favour of a third person (i) included by the Authorised Person in the Sanction Lists, or (ii) towards which the Authorised Person declared sanction.
3. Upon the expiration of the deadline for removal of an Event of Default or upon the occurrence of an Event of Default pursuant to clauses 2(b), 2(g) to 2(i) of this Article, the Bank shall, in writing, call upon the Borrower to repay the balance of the Receivable in one lump sum on the date specified in the call. The Borrower undertakes to repay the balance of the Receivable within the term specified in the call, unless otherwise agreed with the Bank.

ARTICLE 7

RIGHT TO REFUSE TO DRAW DOWN AUTHORISED OVERDRAFT, EVENTS OF DEFAULT FOR AUTHORISED OVERDRAFT

1. The Bank shall be entitled to refuse to grant the Authorised Overdraft drawdown if there are material changes in the Borrower's creditworthiness that jeopardise the payment of the Borrower's obligations and there is a suspicion that the Borrower will be unable to fulfil their obligation to repay the Authorised Overdraft or if other circumstances with a similar effect become known to the Bank, in particular if one or more of the reasons defined in the Loan Agreement or these Business Terms and Conditions as an Event of Default. The Bank shall give the Borrower prior written notice of the existence of an Event of Default and shall allow the Borrower a reasonable period of time to remove the Event of Default, while at the same time notifying the Borrower of the threat of refusing to draw down the Authorised Overdraft if the Event of Default is not removed within the period of time specified by the Bank. The Bank shall not send a notice to remove an Event of Default if any of the Events of Default under clauses 2(b), 2(c), 2(g) to 2(i) of this Article, which cannot be removed by the Borrower, occurs.
2. For the purposes of refusing to draw down the Authorised Overdraft, the following events shall be deemed to be an Event of Default:
 - a) the Bank has recorded an unauthorised overdraft (an overdraft exceeding the maximum Authorised Overdraft limit) on the Borrower's Account for more than three months; or
 - b) the Borrower does not meet the conditions for further drawdown of the Authorised Overdraft due to insufficient solvency (e.g., extraordinary maturity of another loan of the Borrower with the Bank); or
 - c) the Receivable has become due and payable in accordance with applicable law; or
 - d) an adverse situation arises in the Borrower's financial standing which may jeopardise the repayment of the Receivable, namely:
 1. if a lawsuit or similar proceeding is commenced against the Borrower by any of its creditors for the payment of a contractual or non-contractual obligation in an amount the payment of which, in a lump sum, jeopardises the payment of the Borrower's obligation to the Bank, or if there is an enforcement order binding the Borrower to pay such an amount, or an application to open enforcement proceedings has been lodged against the Borrower for the recovery of such receivable; or
 2. if the Borrower initiates a discharge procedure by way of bankruptcy or repayment schedule in accordance with the Bankruptcy and Restructuring Act, or there are conditions for a discharge procedure by way of bankruptcy or repayment schedule in accordance with the Bankruptcy and Restructuring Act in relation to the Borrower; or
 3. if the Borrower has died and no other agreement has been reached with the heirs without undue delay; or
- e) the Borrower's information or statements made herein, the Loan Agreement, the loan application or in the app via which the Loan Agreement has been concluded, including information about a special relationship with the Bank under the Act on Banks prove to be false in material respects and the Borrower fails to provide an additional explanation or the Borrower's explanation is unsatisfactory to the Bank; or
- f) actions for which the Bank's written consent is required under the Loan Agreement are taken by the Borrower without such consent;
- g) the Borrower is placed, during the term of the Loan Agreement, on Sanction Lists or other similar lists (hereinafter jointly referred to as the "**Sanction Lists**") issued by (i) the European Union or any of its Member States, (ii) the United States of America, (iii) the United Nations, (iv) the Slovak Republic, or (v) the Czech Republic (hereinafter jointly referred to as the "**Authorised Persons**"), or

- h) the Authorised Persons (otherwise than by inclusion in the Sanction Lists) publicly declare sanctions (hereinafter referred to as the “**Declaration of Sanction**”) against the Borrower, or
 - i) the payment granted to the Borrower or the person designated by the Borrower in the name and for the account of the Borrower under the Loan Agreement is used, directly or indirectly, in favour of a third person (i) included by the Authorised Person in the Sanction Lists, or (ii) towards which the Authorised Person declared sanction.
3. The Bank shall notify the Borrower of any reduction or cancellation of the Authorised Overdraft at least 30 days before the date on which the actual reduction or cancellation of the Authorised Overdraft takes effect.
4. The Bank shall send the notice of termination to the Borrower at least two months in advance. In the notice, the Bank shall inform the Borrower of the due date of the Authorised Overdraft and the amount owed, as at the date the notice is issued. If, on the due date of the Authorised Overdraft, the Borrower fails to pay the amount due, the Bank is entitled to charge default interest on the amount owed.

ARTICLE 8

WITHDRAWAL FROM THE LOAN AGREEMENT AND TERMINATION OF THE LOAN AGREEMENT

1. The Borrower is entitled to withdraw from the Loan Agreement without giving a reason within 14 calendar days from the date on which the Loan Agreement is concluded. The Borrower shall deliver the notice of withdrawal from the Loan Agreement in hard copy or on another durable medium as agreed in the Loan Agreement, no later than the last day of the period specified above. The Borrower may serve notice of withdrawal from the Loan Agreement on the Bank in writing, either by post to the Bank's address or by hand-delivery at any of the Bank's points of sale. If such a method is made available by the Bank for the relevant type of Loan Agreement and is specified in the Loan Agreement, the Borrower may also deliver the notice of withdrawal to the Bank on another durable medium, namely by email to the Bank's email address specified in the heading of the Loan Agreement, via the Loan Agreement withdrawal function in the Smart Banking online banking service, or via the Loan Agreement withdrawal form published on the Bank's website www.unicreditbank.sk/odstupenie. If there is more than one person on the Borrower's side, notice of withdrawal from the Loan Agreement must be sent by all persons. The Borrower is obliged to repay the Loan principal to the Bank and pay interest from the date of drawdown of the Loan until the date of repayment thereof, immediately and no later than 30 calendar days after sending the notice of withdrawal from the Loan Agreement. In the event of non-compliance with the time limit for repayment of the Loan and payment of interest, the Bank is entitled to charge interest on late payment on the Loan principal due. In the event that an additional service (e. g., Insurance) has been arranged with respect to the Loan Agreement, the additional service agreement expires upon withdrawal from the Loan Agreement; the Bank shall inform the additional service's provider about the termination of the additional service.
2. The Loan Agreement shall be terminated by mutual agreement, by notice of termination, by withdrawal from the Loan Agreement, or by the Borrower's fulfilment of the obligation. The Loan Agreement for an Authorised Overdraft shall also be terminated upon the closure of the Account. The obligation under the Loan Agreement shall cease upon its full fulfilment.

ARTICLE 9

FINAL PROVISIONS

1. These Business Terms and Conditions shall enter into effect on **20 November 2026** and supersede the Business Terms and Conditions for the Provision of Loans to Individuals – Non-Entrepreneurs effective from 1 November 2024 in their entirety.