



# GENERAL BUSINESS TERMS AND CONDITIONS FOR PERFORMANCE OF BANKING DEALS

UniCredit Bank Czech Republic and Slovakia, a.s.  
branch office of a foreign bank

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## **1. Scope and Effectiveness of the General Business Terms and Conditions and Product Terms and Conditions**

- 1.1 These General Business Terms and Conditions are issued by UniCredit Bank Czech Republic and Slovakia, as, with its registered office at Želetavská 1525/1, 140 92 Praha 4 - Michle, Czech Republic, ID 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 foreign bank in the territory of the Slovak Republic through the organizational unit of the company being UniCredit Bank Czech Republic and Slovakia, a.s., branch office of a foreign bank, with its seat at Šancova 1/A, 813 33, Bratislava, ID 47 251 336, Commercial Register of the District Court Bratislava I, Section Po, Insert no. 2310/B (hereinafter referred to as the **"General Business Terms and Conditions"** and **"the Bank"**). These General Business Terms and Conditions determine a part of the content of the agreement and apply to all contractual relationships between the Bank on the one hand and natural persons, legal entities and other types of legal persons (hereinafter referred to as the **"Client"**), on the other, which relate to banking services or which arise with in relation to provided banking services and they apply also for all negotiations on the conclusion of such contractual relations from the time when they first became part of any contract between the Bank and the Client referring to these General Business Terms and Conditions.
- 1.2 The General Business Terms and Conditions shall apply until the settlement of all claims arising between the Bank and the Client in the wording effective at the time of the contractual relationship origination, unless they are changed under Article 3 of the General Business Terms and Conditions.
- 1.3 In addition, the Bank shall, as it deems appropriate, make special terms and conditions which, for the individual products and services, supplement the conditions set out in the General Business Terms and Conditions differently regulate the matter (hereinafter referred to as the **"Product Terms and Conditions"**). The Product Terms and Conditions of the Bank generally govern the terms for account opening and account maintenance, acceptance of deposits, conditions for the provision of payment services, conditions for the issue of payment instruments and conditions for the provision of credit products for individual segments of clients.
- 1.4 The validity of the Product Terms and Conditions and the procedure for their possible amendments are regulated in the respective Product Terms and Conditions.
- 1.5 In the context of a contractual relationship between the Bank and the Client relating to a particular business or service, in the event of a conflict between the relevant contract, the relevant Product Terms and Conditions and the General Business Terms and Conditions, the arrangement contained in the relevant contract shall prevail before the Product Terms and Conditions and before the text of General Business Terms and Conditions.
- 1.6 If any provision of the General Business Terms and Conditions, Product Terms and Conditions or specific contract proves to be or becomes invalid or ineffective, the validity, effectiveness or legality of the remaining provisions will not be affected. In such a case, the Client is obliged, without undue delay, upon the Bank's request to enter into an agreement with the Bank, the content of which will replace the invalid or ineffective provision to which it is disregarded by a provision which, as far as possible, corresponds to the meaning and purpose of the original provision.
- 1.7 The Bank publishes and makes available the General Business Terms and Conditions and Product Terms and Conditions at its web site and its business premises (branches). The Client is also entitled to receive the General Business Terms and Conditions and the Product Terms and Conditions also in paper form, upon request at the Bank's branch.
- 1.8 The reference to the Bank's General Business Terms and Conditions and Conditions for Execution of Bank Transactions in contracts between the Bank and the Client before the day of effectiveness

of these General Business Terms and Conditions shall be, after 29 December 2020, deemed to be a reference to these General Business Terms and Conditions, and, in relation to contracts concerning accounts and deposits, such reference shall be also deemed to be the reference to the Product Terms and Conditions and Conditions for Accounts and Deposits effective from 1.9.2018.

## **2. Business Premises of the Bank**

- 2.1. The Bank shall conclude bank transaction contracts at its trading venues (hereinafter referred to as the „**Bank's Branch**“ or the „**Branch**“) in premises customary to the Bank's business. If it was previously agreed, the Bank may conclude contracts on the banking transactions also through the Internet, through a public telecommunications network or through a public mobile operators or through its contractors outside Bank's Branches (the „**Distribution Channels**“) under conditions specified by the relevant Product Terms and Conditions or relevant contract.
- 2.2 At some Branches, the range of services or products offered may be limited or some services may be totally excluded. The Client shall be advised on such exclusion or limitation in particular, on the premises of the relevant Bank's Branch and/or at the Bank's web site. Similarly, certain Distribution Channels may be restricted for certain products and services.
- 2.3 If the Bank decides to cancel an existing Branch, it shall notify the same in writing at the relevant Branch premises and at the Bank's web site no less than 30 days prior to the change; in the notification, the Bank shall indicate to which Branch the existing banking activities of the canceled Branch shall be transferred.

## **3. Changes to the General Business Terms and Conditions**

- 3.1 The Bank is entitled to unilaterally modify these General Business Terms and Conditions by notifying the Client who is a consumer, no later than 2 months, and the Client who is not a consumer, no later than 15 days before the proposed date of effect of such changes or within a shorter period if the law so permits, in particular subject to following:
  - a) such legislative changes, decisions of public authorities or relevant courts that have a direct impact on the contractual relationship between the Bank and the Client and which, in order to maintain balance, require a corresponding adjustment of the content of the legal relationship;
  - b) the issuance of binding rules, guidelines or recommendations by the competent banking supervisor to which the Bank is bound by, which the Bank did not assume to perform upon the conclusion of the contract, which directly affects the contractual relationship between the Bank and the Client and which, in order to maintain the balance, require a corresponding adjustment of the content of the legal relationship;
  - c) the adoption of measures (eg compliance with a code of conduct, change of established business standards, etc.) which, in particular in the interests of increased consumer protection, increased comfort, quality or security when using negotiated services, introduce new obligations for the Bank, the fulfilment of which requires a corresponding adjustment to the content of the legal relationship;
  - d) modification of existing technical tools or development of completely new tools in the technology field by means of which the Bank ensures the communication or proper provision of services in the contractual relationship with the Client, if such change or development has a direct impact on the contractual relationship between the Bank and the Client and which, in the interest of maintaining the existing contractual relationship and the proper provision of the negotiated services requires a corresponding adjustment of the content of the legal relationship;
  - e) objective change of the conditions under which the Bank receives performance from its counterparties/suppliers (eg foreign payment institutions, safekeeping and cash handling agencies, etc.) which have a direct impact on the Bank's obligations towards its Client and which, in the interest in the proper provision of the negotiated services and the maintenance of balance, require a corresponding adjustment of the content of the legal relationship;

- f) such a change in the conditions of the development on the financial market, which means a substantial change in the circumstances compared to the situation at the conclusion of a contract between the Bank and the Client (eg the introduction of negative reference interest rates by the national banks or the ECB or any other extraordinary measure of similar effect or similar nature), which the Bank did not assume on the conclusion of a contract, and which, in order to preserve the existing contractual relationship and the proper provision of the negotiated services, require a corresponding adjustment of the content of the legal relationship.
- 3.2 If the agreement contains a reference rate or a reference exchange rate arrangement, the Bank is authorized to change the interest rate on deposits as well as exchange rates applied for payment transactions under such a agreement immediately and without prior notice, while making the change available at the Bank's web site. Changes that are more favorable to the Client may also be applied without prior notice.
- 3.3 The Bank is entitled, for a serious objective reason, to unilaterally change the interest rate or the amount of the agreed service fee under the contract between itself and the Client, without any prior notification. The Bank shall indicate a serious objective reason for changing the terms of the contract in a written notice to the Client, at the same time informing the Client that - in the event of his disagreement with the contract amendment - the Client may terminate the contractual relationship with the Bank within a reasonable period specified in the notice with immediate effect or, as the case may be, with a later effect so that it does not harm the Client and the Bank. If the Client does not terminate the contractual relationship after notifying the change within the specified time limit, the effect of changing the terms of the contract shall remain in effect from the date of their notification.
- 3.4 Without prejudice to the provisions of paragraphs 3.1-3.3 of this Article, in the case of a contract for the provision of payment services concluded for an indefinite period, the Bank is entitled to modify unilaterally, for any reason or without stipulating reason, any conditions (including the amount of fees and charges paid by the Client), by written notice to the Client provided in a paper form or provided on other durable medium at least 2 months, if the Client is a consumer, or at least 15 days, if the Client is not a consumer, before the proposed date of effect of such changes, at the same time informing the Client that - in the event of his disagreement with changing the terms of the contract - he may terminate the contract free of charge, with immediate effect or, as the case may be, with a later effect so that it is not harmful to the Client or the Bank. If the Client fails to terminate a contract after notifying its change within the meaning of this point during the notification period, the assumption that the changes have been accepted shall prevail.
- 3.5 The provisions of this Article shall also apply to the modification of relations between the Bank and the Client regarding the bank's right to unilaterally change the price of the banking services for the relevant client segment (hereinafter referred to as the "Price List") unless Article 8 of these General Business Terms and Conditions or the relevant agreement specifies otherwise.
- 3.6 If the rights and obligations of the parties governed by these General Business Terms and Conditions change directly as a result of a change in the law from which it is not possible to derogate, there is no need to proceed under this Article. In such a case, these General Business Terms and Conditions will change directly upon the effectiveness of the applicable law, and the Bank will accordingly inform the Client of such change and the relevant texts of the General Business Terms and Conditions that are affected by the change of law will be modified and published without undue delay.

#### **4. Language of the Legal Documents**

- 4.1 The General Business Terms and Conditions and other documents related to banking services provided by the Bank to the Client may be executed (signed) in or later translated into foreign

languages. Unless otherwise agreed in the specific case, the decisive language is the Slovak language and the decisive document is the one in the Slovak language. If the Slovak version of the document is not drawn up, the Bank shall determine the decisive language.

- 4.2 If a document is drawn up in other than the Slovak language at Client's request, the Bank may request and the Client shall provide for obtaining his officially certified translation into the Slovak language at his own expense.

## **5. Clients**

- 5.1 At the time of conclusion of a contractual relationship and at any time during its term, the Client shall be obliged to provide the Bank, at its request, with papers and documents proving the origin and existence of the Client (in the case of a legal entity) or proving the identity of the Client of a natural person.
- 5.2 The Client is obliged to submit valid papers and documents in the form specified by the Bank, while the Client is obliged to submit the extracts from the relevant registers (eg business register or trade register) in a copy no less than 3 months from the date of issue. In the event of any doubt by the Bank of the validity of the submitted documents due to their out-of-date or for other reasons, the Bank is entitled to refuse such a document.
- 5.3 At the request of the Bank, the Client shall ensure that the Apostille (according to the Hague Convention Abolishing the Requirement of Legalization of Foreign Public Documents of 1961) is attached to a document issued or authenticated abroad, or, as the case may be, shall ensure superlegalization of the paper or document.
- 5.4 The Bank is not obliged to accept a document issued in a language other than Slovak or Czech.
- 5.5 Prior to entering into a contractual relationship under which the Client's monetary liability to the Bank arises or may arise, and at any time during the duration of such a contractual relationship, the Client shall be required, upon the Bank's request, to provide evidence to assess the ability of the Client to repay the loan. Unless the Bank specifies otherwise, the documents under this item may not be older than 30 days after their issue.
- 5.6 A Client entering into a business relationship with the Bank shall be obliged, prior to conclusion of the contract, to submit identification and verification of identification as well as to provide any additional information required by the Bank. Identification and verification of identification of the Client as well as requesting of other information relating to the Client, the persons acting on his / her behalf or on behalf of person controlling the Client, are carried out by the Bank in particular pursuant to the Banking Act, Act on Anti-Money Laundering as well as pursuant the Act on the Automatic Exchange of Information on Financial Accounts for the Administration of Taxes. For the Bank, the identification of the Client and related activities may also be performed by persons cooperating with the Bank if they have been authorized to do so in writing by the Bank.
- 5.7 The Client shall be obliged to notify the Bank, in writing or by any other means designated by the Bank, of the facts that connect it with other entities into an economically linked group in accordance with the relevant legislation, or which would constitute the Client to be a person with the special relationship to the Bank under the provisions of the Slovak Banking Act.
- 5.8 The Client is obliged to notify the Bank, in writing or in any other appropriate manner specified by the Bank, of changes in the data notified to the Bank at the conclusion of the contractual documentation or at the establishment of the security with respect to Bank's receivables or of the data notified subsequently, always without undue delay after such change has occurred. In particular, the Client is obliged to promptly notify the Bank of changes in his name (business name)



or name and surname, address of domicile or residence, changes in the composition of the statutory body and changes in persons authorized to act on behalf of the Client.

## **6. Client's Legal Acts**

- 6.1 The Client shall act with the Bank either personally or through a representative.
- 6.2 If a representative is acting on behalf of the Client based on a power of attorney, the Bank is entitled to require that the Client's signature on the power of attorney is officially verified or otherwise verified by means accepted by the Bank in a particular case and that the extent of the power of representation is sufficiently and clearly specified in the power of attorney (specific power of attorney).
- 6.3 In the event of any doubts by the Bank as to who is entitled to act on behalf of the Client, the Bank is entitled to reject Client's orders or performance in favor of the Client until such time when the method of acting on Client's behalf will be properly proven.
- 6.4 The Client shall, in writing or in any other appropriate manner determined by the Bank, notify the Bank of an appeal, partial appeal or any change in the power of attorney upon which the Client's representative acts with the Bank. The Bank shall not be responsible for the consequences arising from the violation of the Client's notification duty under the preceding sentence.
- 6.5 The Bank is entitled not to comply with the instruction or other order of the Client if there is a reason to doubt its eligibility or validity, or if it has a reason to believe that it does not have all the requisites, or if, as a result of fulfillment of such instruction/order, the law could have been violated. The Bank shall inform the Client without undue delay on rejection of Client's order or instruction based on reasons pursuant to preceding sentence.

## **7. Origination, Changes and Discharge of a Contractual Relationship**

- 7.1 If the agreement, the General Business Terms and Conditions or the relevant Product Terms and Conditions do not specify otherwise, the contract or the obligation between the Bank and the Client may arise, change or be canceled only in written paper form. This also applies in cases where the written form is not required by law. Unless the Bank specifies otherwise or is otherwise agreed, legal acts other than written form are not binding on it. The Bank excludes the acceptance of a proposal to conclude a contract or agreement with any addendum, reservation or other change; the Client's response on a proposal with an addendum, reservation or other change is not deemed to be acceptance of the Bank's proposal but rather to be a new proposal.
- 7.2 By accepting the General Business Terms and Conditions, the Client agrees that the Bank is entitled to assign any of its claims against the Client to a third party, always subject to the terms and conditions specified by law.
- 7.3 The Client is not entitled to assign or establish a right of pledge over any claim (including account receivable) towards the Bank without the Bank's explicit consent, nor is it entitled without the Bank's explicit consent to transfer the rights and obligations resulting from any contract with the Bank to a third person.
- 7.4 The Client shall, before the termination of a contractual relationship, to provide for a release of the Bank from all commitments and obligations accepted/taken over by the Bank on behalf of the Client or upon its order, including the guarantor's obligations. If such release can not legally be done to the satisfaction of the Bank, the Client is obliged to provide the Bank with a sufficient security at its request.

- 7.5 Unless otherwise specified in the law, in the contract with the Client, in the Product Terms and Conditions or in these General Business Terms and Conditions, the Bank and the Client are entitled to terminate the contract with a one-month notice in writing without giving any reason whatsoever. Upon the last day of the notice period, the parties shall settle the mutual obligations arising out of the terminated contract. Should the Bank incur extraordinary costs in connection with the termination of the contract, the Bank shall inform the Client in advance and the Client shall be obliged to reimburse the Bank for such costs at its request.
- 7.6 The Bank is entitled to withdraw from the contract with the Client if
- a) the Client has substantially violated the contract with the Bank, or
  - b) the termination of a commercial relationship shall be subject to the applicable generally binding legislation on protection against money laundering and terrorist financing, or in the event of a breach of the obligation or the application of a restriction resulting from generally binding legislation on the enforcement of international sanctions;
  - c) due to the Client's nature or transactions performed thereby, the duration of the contractual relationship may seriously jeopardize or damage the reputation of the Bank, or the Client commits such action, resulting in a serious breach of trust between the Bank and the Client (including commencement of legal or other dispute with the Bank, denial of contract validity between the Client and the Bank, provision of untrue statements to the Bank knowingly, lack of co-operation with the Bank, abuse of the Bank's business name on social networks or other attacks in any form on the Bank or its employees, etc.), or
  - d) the Client or any person directly or indirectly controlling the Client (hereinafter collectively referred to as the "responsible person") will be included in the list of sanctions or other similar lists (hereinafter collectively referred to as "sanction lists") issued by (i) the European Union or one of its member states (ii) by the United States of America, (iii) by the United Nations, (iv) by the Slovak Republic, or (v) by the Czech Republic (hereinafter referred to as "authorized persons");
  - e) authorized persons (in a manner other than being included in the sanction lists) shall publicly impose sanctions on the responsible persons, or
  - f) the performance provided by the Bank to the Client or any other designated person in the name and on behalf of the Client will be used, directly or indirectly, for the benefit of a third person (i) included by the authorized person to sanction lists or (ii) against whom the authorized person has declared a sanction.

The notice of withdrawal shall be in writing, if the contract is in writing, and shall state the reason for withdrawal. The Agreement shall expire with effect from the next day of delivery of the notice of withdrawal to the Client, unless otherwise specified by the Bank in the withdrawal notice. All outstanding claims of the Bank become payable on the business day following the day on which the withdrawal notice was received by the Client.

- 7.7 The conclusion of a contract with the Client or execution of a transaction by the Bank is generally subject to obtaining the necessary approvals in accordance with the Bank's internal rules of procedure and subject to signing the relevant contractual documentation. The Bank reserves the right not to conclude the contract with the Client at any stage of the negotiation of the contract, unless the necessary internal approvals are obtained. The Bank shall not be obliged to notify the Client of the reasons for the non-conclusion of the contract or the non-fulfillment of the transaction, unless otherwise provided in a special regulation.

## **8. Fees for Services and Reimbursement of Costs**

- 8.1 Unless otherwise agreed with the Client, the Bank shall be entitled to fees or other remunerations for services rendered (hereinafter referred to as "**Remuneration**") determined by the Price List in the version in force at the time of the creation of the relevant contractual relationship unless it is modified in accordance with Clause 8.3. of this article.

- 8.2 The Bank may issue one Price List divided into several parts which adjusts the Remuneration applicable to individual segments of the Bank's Clients, or the Bank may issue separate Price Lists for each of the segments. The Bank determines segment categorisation of the particular Client and notifies the Client at any time upon request. The Bank publishes and makes available the Price List at its web site and in its Branches. The Client is entitled to receive the Price List also in paper form, upon request at the Bank's Branch.
- 8.3 The Bank is entitled to unilaterally change the Price List during the contractual relationship between the Client and the Bank for the reasons stated in these General Business Terms and Conditions, in a contract with the Client or due to a serious objective reasons notified to the Client prior to the effect of the Price List change, or without stating any reason, if the law or the contract with the Client provide for such right of the Bank. For the procedure of the Price List change, including the right of the Client to terminate the contractual relationship with the Bank in the event that the Client does not agree to the change of the Price List, the provision of Article 3 of these General Business Terms and Conditions applies accordingly.
- 8.4 In addition to Remuneration, the Client is obliged, at the request of the Bank, to cover its costs incurred in connection with the provision of the service, in particular fees or charges of other domestic and foreign banks and institutions for payment services, payments for legal services procured for the Client at its expense, communication and postage costs (up to the actual costs of such services), except when the reimbursement of such costs is forbidden by law. The Bank is also entitled to accrue costs incurred by the Client either on a total or, as the case may be, on a lump sum, at a price determined by the Price List. The Bank shall notify the Client in advance of possible additional costs in connection with the provided service. If, despite of the Bank's warning, the Client insists on the service provision, the Client will be liable to the Bank for additional costs, if incurred.
- 8.5 If maturity of Remuneration or reimbursement of the costs incurred in connection with the provision of the service by the Bank to the Client is not specifically agreed upon or determined by the Price List, such Remuneration or reimbursement shall be payable upon request of the Bank.
- 8.6 Remunerations charged to a debit account in a currency other than the currency specified by the Price List shall be converted into the currency of the account at the spot foreign exchange rate of the Bank as at the date of settlement of the reward.

## **9. Repayment of the Bank's Receivables, Set-Off and Expiration of Rights**

- 9.1 In order to meet its obligations towards the Bank, the Client shall be obliged to provide cash on time in a sufficient amount on his / her current account or on another agreed account. If, following the conclusion of a contract between the Bank and the Client, circumstances change to the extent that the performance under the contract becomes more difficult for the Client, it does not alter its obligations to meet the originally agreed obligation unless the law, the Product Terms and Conditions or the contract between the Bank and the Client provides otherwise. The Client takes on the risk of changing the circumstances and therefore, if there is a change in the circumstances so significant that it creates heavy disproportion in the rights and obligations of the parties against the Client, the Client will not have the right to appeal to the Bank to renew the negotiation of the contract or to demand changes the terms of the negotiated contract.
- 9.2 The Bank is entitled, for the purposes of payment of the Client's due liabilities, to debit the relevant sums of money from the Client's account. If the Bank maintains several accounts for the Client, it may debit the relevant amounts of money and clear it in any account or several accounts of the Client as the owner, regardless of whether they are held for private or business purposes. In the event that the available funds on the account are insufficient to meet the Bank's claims against the Client in full, the Bank may settle the difference between the amount of cash available and the amount of the Bank's receivables to the debit of the account of the Client whereas the Client shall



be obliged to settle negative balance of the account without undue delay. The Bank informs the Client in writing, usually by means of account statement, what receivables were settled and by what amounts to the debit of the relevant account as well as on any negative account balance.

- 9.3 The individual amounts payable by the Client to the Bank for the settlement of due liabilities shall be debited by the Bank from the Client's account in order according to their maturity. If the available balance of funds in the account is not sufficient together with other Client's funds provided to the Bank to cover all due liabilities, in case the principal and interests are owed, the Slovak Civil Code provides that the debtor's performance shall be charged first to the principal and then to interest, and under the Slovak Commercial Code first to interest and then to the principal, in both cases provided that debtor does not specify in writing otherwise. The Bank is not responsible for any damages on the part of the Client resulting from unpaid payments due to lack of funds available on the account.
- 9.4 If the Client fails to fulfill its obligations to the Bank in a timely manner, the Bank may, at any time, set off its outstanding claims against any of the Client's monetary claims against the Bank, irrespective of their currency, maturity and legal relationship they result from.
- 9.5 The procedures under clauses 9.1 to 9.4 of these General Business Terms and Conditions will also apply if a contractual relationship between the Bank and the Client terminates or if there is a serious reason for possible Client's inability to meet its obligations towards the Bank.
- 9.6 Under the provisions of clauses 9.1 to 9.4 of these General Business Terms and Conditions, the Bank's right to the payment of a contractual penalty shall not be affected if it has been agreed upon in the relevant contractual documentation concluded between the Bank and the Client and the conditions for its application have been fulfilled. By exercising the right to a contractual fine under these General Business Terms and Conditions, Product Terms and Conditions or any contractual relationship between the Bank and the Client, the Bank's right to compensation for damages arising from the breach of the obligation to which the contractual penalty applies, shall not be affected.
- 9.7 The Client may not unilaterally offset any of its claims against the Bank against the Bank's claims against the Client irrespective of their currency, maturity, or legal relationship from which they arise.
- 9.8 If the Client's liability is not paid when due, the Bank is entitled to charge default interest in addition to the agreed interest rate, from the date of the delay (inclusive) up to the day preceding the full payment of the amount due. Default interest shall be payable at the amount agreed in the respective contract. Interest on late payment is payable daily. The Bank is entitled to charge interest on late payments at any time in full for the entire period of delay.

## **10. Security**

- 10.1 If, from the nature of the banking service provided implies the possibility of the Client's monetary obligation towards the Bank, the Bank may at any time during the duration of the contractual relationship require the provision of security or additional security of the Client's current, future or contingent liabilities. The Client is obliged to provide a security or an additional security in the form, quality and value determined by the Bank. The Bank is entitled to require the Client to secure any future or contingent Client's liabilities to the Bank as a condition of its performance in favor of the Client.
- 10.2 At any time upon request of the Bank, the Client shall ensure without undue delay, at his own expense and even repeatedly, the valuation of the collateral by an expert selected from a list maintained by the Bank or by another expert previously agreed by the Bank. Collateral may also be valued by the Bank. If the Client is inactive, the Bank is entitled to make the valuation of the collateral itself or to provide for the valuation at the Client's expense with a third party. In justified cases, the Bank is entitled to obtain a review (control) valuation of the collateral at the expense

of the Client. If the Bank performs valuation or control valuation of the collateral, the Client is required to reimburse the Bank for the cost of the valuation or control valuation at its request.

- 10.3 Any costs incurred in connection with the origination, administration or enforcement of the collateral (eg. storage, safekeeping, insurance, brokerage commission, etc.) shall be borne by the Client.

## **11. Banking Secrecy and Personal Data Protection**

- 11.1 The Bank guarantees the maintenance of banking secrecy and the protection of data under the applicable law and contract with the Client, even after termination of the contractual relationship. The Client acknowledges the authorization as well as the obligation of the Bank to provide information to third parties to the extent and under the conditions stipulated by the law. Beyond the scope of the law, the Bank is authorized to provide information to third parties in accordance with these General Business Terms and Conditions; the Bank is also authorized, under the terms and conditions agreed with the Client, to provide third parties with banking information to which the Client has given its consent.
- 11.2 The Client acknowledges that information relating to it (including its full identification or identification of persons acting on its behalf) which is subject to banking secrecy, subject to the protection of personal data or subject to other legal protection may be made available to persons who participate in the business or other management of the Bank, to employees of the Bank, to persons working with the Bank to fulfill their contractual or statutory obligations, including the exercise of rights and obligations arising from contracts concluded with the Client for individual banking transactions, to personal data processors or their employees, to other persons entitled under other legislation (eg. banking regulators, including regulators in the countries of the UniCredit Group entities), persons included in the UniCredit Group and persons operating the relevant interbank information system in particular for the purposes of fulfilling the contract with the Client, for the purpose of protecting the risks of the Bank and the UniCredit Group, for the purposes of reporting, auditing, internal control and related purposes. This data may also be made available to other persons, subject to the Client's specific consent.
- 11.3 The Client acknowledges that the Bank may disclose information relating to the Client and subject to bank secrecy or subject to any other legal protection, also in negotiations on the assignment of a receivable towards the Client or its part to a third party, the assignment of a contract with the Client or part thereof to a third party, including a syndicated loan agreement, or other business cases relating to the Client.
- 11.4 The Client acknowledges that communications between him and the Bank regarding the services provided may be recorded by means of technical instruments for recording, storing and reproducing them, and such communications records may, where appropriate, be used to clarify any contradictions and as evidence in proceedings before the courts or administrative authorities and in criminal proceedings or where the Bank considers it necessary for the protection of their legitimate interests.
- 11.5 The Client agrees that the Bank may provide information and documents, which according to the Act on Banks are subject to bank secrecy, to bound financial agents providing financial intermediation for the Bank.
- 11.6 The Bank processes personal data of Clients to the extent they are provided to it by the Client for various products. Client's personal data regarding its creditworthiness and credibility may be processed by the Bank in the extent as it receives them from the bank, credit or other registers in accordance with the current legislation and subject to Client's consent, if necessary.

- 11.7 The Bank shall process the personal data of the Clients manually either by itself or through processors (intermediaries) with whom it has a personal data processing contract in accordance with the current legal regulations. The list of intermediaries that the Bank has entrusted with the processing of personal data is published on the Bank's website.
- 11.8 The provision of personal data of the Client to the Bank is voluntary. Pursuant to the Banking Act and under the Act on Protection against the Legalization of Income from Crime and on the Protection against Terrorist Financing, the Bank is required by law to identify, process and store personal data about the Client to the extent specified in these laws; the provision of a given extent of data under these laws by the Client is a prerequisite for the execution of bank transactions and the provision of services by the Bank.
- 11.9 Detailed information on the processing of personal data and data subject to banking secrecy is contained in the Guidance on the Processing of Personal Data, which document is published at the Bank's web site.
- 11.10 At the Bank's request, the Client shall be obliged to prove the truthfulness of the data provided to the Bank.
- 11.11 The Client's consent with providing information, which is subject to bank secrecy, shall be valid during existence of the contractual relationship with the Bank and shall survive termination of the contractual relationship for a period determined by generally binding legal regulations, unless other period has been agreed with the Client for that specific consent.

## **12. Liability**

- 12.1 If the law, these General Business Terms and Conditions, the Product Terms and Conditions or specific contract do not specify otherwise, the Bank shall be liable only for the actual damage caused by intentional or gross negligence. The Bank is not responsible for lost profits and non-material damage.
- 12.2 In the absence of specific arrangements, the Bank shall not assume any obligations other than those set out in these General Business Terms and Conditions, the Product Terms and Conditions or in a specific contractual arrangement, or resulting from mandatory statutory provisions.
- 12.3 In the event of the provision of services through public communications networks of telecommunication companies, post offices or other entity not controlled by the Bank, the Bank shall not be liable for any damage resulting from the misuse of the transmitted information due to faulty processes, technical defects, system failures, illegal activities or other defects and misconduct on the part of the providers these services.
- 12.4 The Bank is not liable for any damage caused by the unlawful conduct of the Client or a third person (for example, if a counterfeit document was submitted or the Bank was otherwise misled), except for damage caused by the Bank's gross negligence.
- 12.5 The Bank is not responsible for the consequences of the Client's decisions and procedures, even if they are made with reference to the Bank's opinion, unless otherwise provided in a separate regulation. The Bank is not responsible for the Client's business nor for the purpose of using the funds provided by the Bank.
- 12.6 The Bank shall not be liable for any damage caused by not following the instruction or other legal action of the Client if it had reason to believe that such instruction or other act does not have all the requisite details or if, as a result of such proceedings, the law could have been violated.

- 12.7 The Bank shall not be liable for any damage incurred as a result of the Client's failure to notify in due time the termination of the representative's right to act on his behalf.
- 12.8 The Bank shall not be liable for any damage caused as a result of not knowing in due time the limitation of legal capacity or any other limitation of the authorizations on the part of the Client or on the part of the persons authorized to perform legal acts on Client's behalf.
- 12.9 The Bank shall not be obliged to advise the Client unless such obligation is stipulated by the law, on the exchange rate risk or other possible consequences of the payment or other transactions executed by the Client, or on the value of the items deposited with the Bank in custody. In these cases, the Bank is not responsible for the consequences of the Client's decision and for the consequences of the procedures chosen by the Client.
- 12.10 The Bank is entitled, for reasons of special consideration, to restrict or close the premises of its Branches for as long as necessary. For such reasons, the Bank generally informs the Client in advance, as far as possible. The Bank is not responsible for damages caused thereby to the Client.

### **13. Methods of Communication, Delivery and Complaints Procedure**

- 13.1 The Bank and the Client communicate in person, normally in a Bank's Branch where the relevant banking transactions were concluded, in writing (in electronic or paper form) or by telephone. Unless these General Business Terms and Conditions, the Product Terms and Conditions, or the agreement provide otherwise, the legally binding communication between the Bank and the Client must be in written, whereas
- a) The Client does so in electronic form using a secured electronic signature or in paper form, at the Bank's designated addresses; and
  - b) The Bank shall do so preferably in electronic form, to an email address notified by the Client to the Bank for that purpose, or in a paper form to the last notified Client's correspondence address.
- 13.2 The Bank shall deliver documents relating to the obligations between the Bank and the Client, in general personally, at the Bank's Branch or through a post office or courier service, to the latest notified Client's correspondence address. The Bank may also deliver documents by fax or by e-mail to the e-mail address that the Client has communicated to the Bank for that purpose at the time of the conclusion of the contract or at any time thereafter. If the Client does not wish to receive documents by fax or by electronic mail, he is entitled to disclose his objection at any time to the Bank. The Bank is also entitled or in cases where the Bank has such statutory obligation, the Bank is required to use the format of a short text message (SMS) for the purpose of sending important announcements, alerts or information.
- 13.3 The Client shall deliver documents relating to the obligations between the Bank and the Client, in general personally, at the Bank's Branch where it has concluded the relevant agreement or through a post office or courier service, to the address of the Bank's Branch where the relevant agreement has been concluded. Service of documents relating to obligations between the Client and the Bank other than in person or through a postal service or courier service shall not have legal effects vis-à-vis the Bank unless such effects are recognized by the law or if it is recognized by the Bank's subsequent action that it has acknowledged the effects of the delivery.
- 13.4 The Client shall be obliged, if there is any change in the contact details for delivery notified to the Bank at conclusion of a contract, to notify each such change separately for each contract entered into with the Bank. For the duration of the contractual relationship with the Bank, the Client is responsible for the correctness and timeliness of the information and data as well as its contact information for delivery. In the event that the Client fails to notify the Bank of the change of information and data and of the contact details, delivery and notification made to the Client shall

be deemed to have been duly completed, if made to the last known address, email address or, as the case may be, telephone number.

- 13.5 Unless otherwise stated or unless otherwise specified by the law, or if the agreement between the Bank and the Client or any other entity authorized to accept the documents from the Bank does not otherwise specify, then
- a) if the Client refuses to accept the document served, the document shall be deemed to have been delivered on the date of its refusal to accept it, endorsed by the courier;
  - b) documents delivered by electronic means of communication shall be deemed to have been delivered at the time of printing the message of their dispatch (fax) or the moment of receipt of the delivery message (e-mail). If the receiver of the e-mail message does not issue such confirmation, the document is deemed to have been delivered at the time of sending the message;
  - c) a document delivered by ordinary mail shall be deemed to have been delivered within the Slovak Republic on the third (3.) and within the territory of the third country on the seventh (7.) day following its dispatch;
  - d) a document served by post by registered mail shall be deemed to have been served even if returned to the Bank; if the document has been returned, it is deemed to have been delivered on the day when it was returned to the Bank;
  - e) if the Bank's duty to deliver the document is fulfilled, the effects of the delivery shall occur even if the addressee does not know of the same.
- 13.6 The Client shall be obliged to notify the Bank, without undue delay, of non-delivery of expected documents of any kind after the expiry of the period within which the document should have been delivered by post. The Bank is not responsible for any damages caused by failure to deliver the document.
- 13.7 Before the provisions of this Article of the General Business Terms and Conditions, the provisions of the special agreements concluded between the Bank and the Client, which govern the rules for electronic communications, if any, shall be used.
- 13.8 If the Bank is to be informed of a certain fact in advance, the Client shall be obliged to deliver the relevant information at least 30 days prior to the event, if possible; otherwise without undue delay after the finding that such a fact occurs. If the Bank is to be informed subsequently, the information must be delivered without delay after the relevant facts have been identified.
- 13.9 The Client shall be obliged to apply any defect found to the Bank in writing, or in any other accepted form, without undue delay after delivery of the document from which the claim results or after receiving the information in another form, within the time specified in the delivered document or in the Complaint Procedure of the Bank. If the Client fails to make a complaint within the set deadlines, he / she is deemed not to object against the information notified by the Bank and agree with the content thereof. The Bank makes the Complaints Procedure available at its web site and in the business premises of its Branches.
- 13.10 In cases where, under a particular contract concluded between the Bank and the Client or under the Product Terms and Conditions or under these General Business Terms and Conditions, a person is required to authenticate or officially certify its signature, the Bank may also verify the identity of the person by itself or, instead of official certification of the signature the Bank may accept other form of certification executed in the form and by persons accepted by the Bank.
- 13.11 The Bank shall provide the Client with the text of the changes, amendments or with the full text of the revised General Business Terms and Conditions in writing in electronic form, by email to an email address notified to the Bank by the Client, unless the Client expressly requests such documents to be provided by the Bank in a paper form. As a rule, the Bank will also make available information about such change through an online banking service.



- 13.12 The provision of Article 13.11 shall apply mutatis mutandis
- a) in case of notification of the change of General Business Terms and Conditions directly as a result of a change in the law from which it is not possible to derogate;
  - b) in the event of a change in the Price List within the meaning of point 8.3 of these General Business Terms and Conditions;
  - c) in the case of notification of the changes or amendments or of the full text of the amended Product Terms and Conditions;
  - d) in the case of notification on changes to the Product Terms and Conditions, directly as a result of a change in the law from which it is not possible to derogate.

#### **14. Currency of an Obligation, Banking Day and Alternative Reference Rate Determination**

- 14.1 If there are references to any monetary limits in the Euro currency in the contract, Product Terms and Conditions or in these General Business Terms and Conditions, and unless the context otherwise requires, these limits apply analogously to other currencies, with the result that an equivalent amount of the limit in the foreign currency shall be calculated by using the "middle" exchange rate published by the Bank on the day of the relevant transaction or on the day on which the Bank assesses the fulfillment of the specified limit.
- 14.2 If Euro is the transaction currency, then the banking day shall mean the day on which banks in the Slovak Republic execute banking transactions within the scope of their licenses or perform other activities and provide other services within the scope of their businesses and that day is not a rest day or public holiday in the Slovak Republic. The bank business day is not, for example: holidays or state-recognized holidays in the Slovak Republic, rest days (weekends) and days declared in advance by the Bank as its non-business days.
- 14.3 For the execution of currency conversions by the Bank, unless otherwise agreed, the following rules shall apply:
- a) if the Bank converts from a foreign currency into the Euro currency, the conversion shall be made using the Bank's "FX buy" spot exchange rate (for noncash conversion) or, as the case may be, "foreign cash purchase" exchange rate (the "cash desk" exchange rate for depositing of cash in a foreign currency on an account kept in the Euro currency or for exchange office operations with a foreign currency);
  - b) if the Bank converts from the Euro currency into a foreign currency, the conversion shall be made using the Bank's "FX sell" spot exchange rate (for noncash conversion) or, as the case may be, "foreign cash sale" exchange rate (for withdrawal of cash in a foreign-currency from an account kept in another currency or for exchange office operations with a foreign currency);
  - c) if the Bank converts funds from one foreign currency into another (purchase or, as the case may be, sale of noncash FX/foreign cash), the conversion shall be made using the spot cross rate for the currencies fixed by the Bank on the basis of the exchange rates defined in sections a) and b) of this Article;
  - d) a spot exchange rate is the exchange rate stated on the Bank's table of exchange rates valid on the date of effectiveness of the transfer order or at the time of executing the transaction involving currency conversion.
- 14.4. The table of exchange rates is published on the Bank's web site and in the Bank's Branches.
- 14.5. If the interest rate on a credit transaction is determined by using the reference interest rate EURIBOR or LIBOR, or if the interest rate on the deposit is determined by using the reference interest rate EONIA and, if such a situation exists on the interbank market, that:
- a) the Bank's cost of obtaining refinancing funds for the corresponding period exceeds the relevant reference rate, EURIBOR, LIBOR or EONIA quoted for that period; or
  - b) it is not possible to obtain refinancing resources for the relevant period on the interbank market, or

- c) the relevant EURIBOR, LIBOR, or EONIA will not be published from any reason, and at the same time the agreement with the Client or the specific regulation binding for the Bank does not prescribe an alternative method for its determination, then the interest rate for the Client will be determined based on the Bank's actual costs from any resources allocated to such banking business, whereas the Bank shall at all times use the sources of funding to avoid undue cost increase on the Client.
- 14.6. If the published reference rate EURIBOR, LIBOR, or EONIA is negative, the reference rate is not taken into account when determining the resulting interest rate, and the Bank instead uses value of 0.01% p.a. unless the Bank's cost exceeds this value. In such case, the procedure described in Article 14.5. above shall apply accordingly.

## **15. Governing Law, Jurisdiction, Out-of-Court Dispute Resolution**

- 15.1 Unless otherwise agreed in a specific case, the contractual relationship between the Bank and the Client and any non-contractual relationships arising thereunder are governed by Slovak law; the jurisdiction of the Slovak courts is given for the resolution of possible disputes.
- 15.2 For the settlement of disputes between the Bank and the Client, the Bank's general court having local jurisdiction shall be competent unless otherwise provided by the law. The right of the Client, who is a consumer under applicable law, to bring an action against the Bank at another local court shall not be affected.
- 15.3 In the event of dispute between the Bank and the Client – Consumer, related to banking deals or to provision of payment services, the Client shall have discretion in his/her choice of alternative dispute resolution (ADR), including the choice of an ADR entity that is competent to resolve disputes related to banking deals or to provision of payment services.

The Bank hereby informs its Clients – Consumers that one of the entities of alternative dispute resolution related to banking deals or to provision of payment services, including disputes related to transfers of payment accounts, is the Alternative Dispute Resolution Institute of the Slovak Banking Association (hereinafter referred to as the **"SBA ADR Institute"**), with its registered office at: Mýtna 48, Blumental offices I, 811 07 Bratislava. Alternative dispute resolution may be initiated on the basis of a proposal, the form of which is available at <http://institutars.sk/podat-navrh/>, by sending the written proposal to the above address, by recording the oral proposal in the minutes or by sending the proposal by e-mail to [institutars@sbaonline.sk](mailto:institutars@sbaonline.sk). More information on alternative dispute resolution for consumer disputes by the SBA ADR Institute is available at [www.institutars.sk](http://www.institutars.sk).

- 15.4 In the event of disputes between the Bank and the Client who is not a Consumer, related to banking deals or to provision of payment services, the Client shall have the choice of arbitration dispute resolution or another out-of-court dispute resolution under a procedure and in accordance with special regulations governing these proceedings, e.g. Act No. 244/2002 Coll. on Arbitration Proceedings as amended, Act No. 420/2004 Coll. on Mediation and on the supplementation of certain acts as amended.

### **15.5 Basic information about the Bank:**

UniCredit Bank Czech Republic and Slovakia, a.s., with its seat at Želetavská 525/1, 140 92 Praha 4 – Michle, Czech Republic, IČO: 649 48 242,  
*acting in the Slovak Republic through:*  
UniCredit Bank Czech Republic and Slovakia a. s., pobočka zahraničnej banky (branch office of a foreign bank)  
with its seat at Šancová 1/A, 813 33 Bratislava, Slovak Republic, registered in the commercial register of the Bratislava I District Court, section: Po, insert No.: 2310/B  
ID: 47 251 336



Tax ID: 4020423671  
VAT ID: SK7020000427  
BIC/SWIFT: UNCR SK BX

**CONTACT DATA:**

www.unicreditbank.sk  
e-mail: kontakt@unicreditgroup.sk  
Infoline (paid service): +421 2 69202090

**SUPERVISION AUTHORITIES:**

Czech National Bank (Česká národní banka)  
with its seat at: Na Příkopě 28, 115 03 Praha 1, Czech Republic

Slovak National Bank (Národná banka Slovenska)  
with its seat at: Imricha Karvaša, 813 25 Bratislava, Slovak Republic

UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 525/1, 140 92 Praha 4 – Michle, Czech Republic is providing its services in the Slovak Republic through its branch office based on a single banking license under the laws of the European Union, upon the notification of the Czech National Bank No. 2013/5785/570 dated May 20, 2013 and upon the notification by the Slovak National Bank of the conditions of operation of a branch in the territory of the Slovak Republic under a single banking license No. OBD-5659/2013 dated 4 July 2013.