

COMMERZBANK

The bank at your side



for Corporate Clients

TERMS AND CONDITIONS

for Payment Services



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General Information

COMMERZBANK Aktiengesellschaft, foreign bank branch Bratislava, with registered office at Rajska 15/A, Bratislava, ID number: 30 847 737, registered under Reg. No. 1121/B in the Commercial Register maintained by the District Court Bratislava I, („Bank“), is an organization unit of COMMERZBANK Aktiengesellschaft with registered office at Kaiserstraße 16, 603 11 Frankfurt am Main, Federal Republic of Germany, registered under Reg. No. HR B 32000 in the Commercial Register maintained by the Frankfurt am Main District Court.

These Terms and Conditions and the provisions laid down hereinafter apply to the use of the Bank's payment services by clients who are not consumers („Client“). The legal arrangement between the Client and the Bank is subject to these Terms and Conditions, product agreements (such as Account agreements), special conditions for specific payment services, and the General Terms and Conditions.

The applicable terms and conditions apply irrespective of whether the Client and the Bank enter into a general payment services

agreement or whether the Client orders a payment transaction from the Bank under a specific payment service agreement.

Agreements pertaining to the Bank's products and the current special terms and conditions specify which payment services are available to the Client. The Client may use specific payment services without a current account. In such a case, an individual payment services agreement is entered into with the Client.

The business arrangement between the Bank and the Client is subject to the law of the Slovak Republic, unless otherwise agreed with the Client. Any translation of these Terms and Conditions to a foreign language serves solely for the Client's needs. The Slovak version of these Terms and Conditions is binding in all regards. In the event of any conflict between the Slovak and foreign-language versions of these Terms and Conditions, their structure, meaning, or interpretation, the Slovak text, structure, meaning, and interpretation take precedence.

A. General Payment Services Agreements and One-Time Payment Services Agreements

The following provisions apply to any and all payment services used by the Client.

I. General provisions

1. Information on Payment Transactions and Information Given upon Entry into an Agreement

The Bank is under no obligation to provide information in accordance with sections 31 to 42 of the Payment System Act No. 492/2009 Coll. to the Client if the Client is not a consumer, as well as in cases where the law does not lay down the mandatory duty to provide information to persons other than consumers.

The Bank provides the Client with information on executed payment transactions using account statements. An arrangement regarding the form and method for the delivery of account statements is agreed between the Bank and the Client. If the Client uses online banking, the Client can obtain information stated in account statements through online banking.

The Client may arrange with the Bank a different method for the delivery of information (such as the collection of mail on the Bank's premises), in this case, the day of formulating the document is deemed as the day of its delivery. The Bank is not liable for damage or loss which could be caused to the Client with this mode of taking over sent documents or by the Client's failing to respect this obligation.

Unless otherwise agreed, the Bank sends account statements to the Client no less frequently than once per month.

In the case of one-time payment services agreements, the Bank usually provides information to the Client by means of an individual statement.

In case the Bank provides information based on a Client's request – which the Bank is not obliged to do according to these terms or which the Bank is not obliged to do in this form and within the given term – the Bank may demand a fee for providing this information.

2. Termination by the Client and Fees for Termination by the Client

By way of derogation from Article 14 of the General Terms and Conditions, the Client may terminate a general payment services agreement (such as an Account agreement) within the notice period of 30 days that begins on the day of delivering the written notice to the Bank. Specific services provided under a general payment services agreement may not be terminated. The foregoing is not to prejudice the right to serve a notice of termination effective immediately due to a serious reason.

In the event of termination by the Client, no portion of already paid fees will be refunded. The Client must pay agreed fees until termination time.

3. Termination by the Bank

Where specific agreements or terms and conditions contain special termination clauses, such clauses are not subject to the following provisions.

General payment services agreements that contain no termination clause are subject to Article 15 of the General Terms and Conditions, which reads as follows:

By way of derogation from Article 15, Paragraph 1 of the General Terms and Conditions, the Bank may terminate a general payment services agreement (such as an account agreement) subject to a 30-day notice period starting on the day of delivery of a notice of termination. The foregoing is not to prejudice the Bank's right to terminate a business arrangement effective immediately due to a serious reason.

4. Availability of Terms and Conditions

These Terms and Conditions as well as other specific terms and conditions for payment services can be downloaded from the Bank's website at www.commerzbank.sk.

The exact text of individual provisions is also available on the Bank's business premises and will be handed out or delivered in writing upon request. The Client may request the delivery of the Terms and Conditions at a later time.

The Bank may charge a separately agreed fee for distributing the Terms and Conditions. If the Bank provides the Terms and Conditions at the Client's request in a different form, the Bank may charge a separately agreed fee.

5. Amendments to General Payment Services Agreements and Amendments to Terms and Conditions (such as Terms and Conditions, Product Terms and Conditions)

The Bank informs the Client in writing of amendments to general payment services agreements, the General Terms and Conditions, these Terms and Conditions, and special terms and conditions for payment services.

If the Client and the Bank agree to electronic communication, the Bank may inform the Client of such amendments using this method. The Client is deemed to agree to an amendment unless the Client rejects the amendment in writing or using an agreed

electronic method no later than six weeks after the amendment is announced. Rejection expressed in writing may be delivered within six weeks. The Bank must expressly inform the Client of the effects of the foregoing in its announcement of an amendment.

II. Fees

1. Provisions on Fees in the General Terms and Conditions

Setting interest rates, fees, and changes is subject to Section 12, Paragraphs 2 to 6 of the General Business Terms and Conditions unless the Bank and the Client enter into a special agreement.

By way of derogation from Article 12, Paragraph 5 of the General Terms and Conditions, the following applies: Changes in fees for payment services normally used by the Client must be proposed to the Client in writing no later than six weeks prior to the proposed effective date thereof. If the Client and the Bank agree to the use of electronic communication in their business relationship (such as online banking), changes may be proposed using this method. The Client is deemed to agree to a change unless the Client rejects the change prior to the proposed effective date thereof, no later than six weeks after the change is announced. The Bank must expressly inform the Client of the effects of the foregoing in its announcement of a change.

2. Special provisions on fees

The restrictions laid down in Section 43 and 44, except for paragraphs 2 and 3 of the Act No. 492/2009 Coll. on payment services do not apply. The Bank may charge a fee for the fulfilment of the duties to which it is subject.

3. Charging fees for the execution of payment operations (transferring payments to the client's account)

According to section 7 paragraph 2 of the Act no. 492/2009 Coll. the Bank shall be entitled to reduce the transferred amount of the payment operation by the Charge set in the Fee Schedule prior to crediting the Client's account with the amount of the payment operation. The Bank shall record the amount of the payment operation and the Charge in the information for the Client by stating separately the full amount of the payment operation and the amount of the Charge.

4. Payment of Bank Fees

4.1 Basic provisions

As regards payment transactions within the Slovak Republic and transactions involving other countries within the European Economic Area (EEA), the payee and the payer pay fees charged by their respective service providers. For such transactions, the „SHARE“ instruction must be given for international payment transactions. The payer may give an instruction indicating that all fees are to be paid by the payer. In such a case, the payer must give the instruction „OUR“. If completing a payment transaction based on the payer's instruction „OUR“ is not permissible in an EEA country where the payee's service provider is based, the Bank changes the fee payment instruction to „SHARE“. If the payer gives the instruction „BEN“, based on which any and all fees are to be paid by the payee, the Bank changes the fee payment instruction to „SHARE“. In such a case, fees incurred by the Bank are paid by the payer. The fee in full is forwarded to the payee's service provider.

4.2 Special Provisions for Payment Orders where the Payer's or the Payee's Provider Is based in a Country outside the EEA (Third Countries)

Banks taking part in a payment transaction may deduct thereby incurred fees from transferred sums. In a payment order, the payer must give one of the following instructions:

Instruction	Explanation
OUR	Payer pays all fees
SHARE	Payer pays only fees charged by the payer's bank, any other fees are paid by the payee
BEN	The payee pays all fees

5. Exchange Rates

5.1 General Information on Payment Services for Foreign-Currency Business Transactions

If the Client submits to the Bank a payment order in a currency other than currency of its bank account, the Bank shall execute currency conversion with the exchange rate based on the Bank's reference exchange rate valid on the day of the payment operation execution. This shall not be applied in case of specific exchange rates agreed by the Client and the Bank for separate banking transactions.

Reference exchange rates of selected currencies are included on the Bank's foreign exchange rates published on each bank business day. In case of cashless payment operations, the Bank shall apply the exchange rate for "foreign - buy" / "foreign - sell".

The reference exchange rate is set by the Bank taking into account the settlement date on the international currency market for exchange rates of respective convertible currencies and

therefore a change of the reference exchange rate becomes effective immediately and without prior information for the Client.

Buying and selling of foreign currency that the Bank cannot execute any longer within the regular business process by the settlement date shall be accounted for by the Bank using the reference exchange rate of the following settlement date

5.2 Account currency

If the Client submits a payment order in a currency other than the account currency, the currency of the payment order will be debited in the account currency. The exchange rate will be determined in accordance with the foregoing rules.

5.3 Publication of Exchange Rates, Change of the Reference Exchange Rate

The Bank publishes current and past exchange rates on its website at www.commerzbank.sk.

A change in the reference exchange rate stated in the foreign exchange table enters into effect immediately without a prior notice to the Client.

III. Business Day, Bank Business Day, Payment Order Submission Deadline, Deadline for Crediting Funds, Single Euro Payments Area (SEPA)

1. Business Day, Bank Business Day

A business day is every day on which providers of payment services taking part in the execution of a payment transaction conduct business necessary for the execution of payment transactions. The Bank conducts

business necessary for the execution of payments on all working days with the following exceptions:

- Saturdays and Sundays,
- All statutory holidays, including holidays that fall on a working day,
- Working days on which the Bank is closed due to special reasons, where such closure is announced in advance at the entrance to the Bank's head office and branches.

2. Terms for submitting payment orders, payment services, cut-off terms

Submission of payment orders in the paper form is executed by reception of payment orders in the Bank's business premises, at which the payment account is administered. If the moment of reception is not a bank business day, the payment order shall be deemed as received on the following bank business day.

If the time of delivery does not fall on a bank business day, a payment order is considered delivered on the following business day. Where these Terms and Conditions or other terms and conditions pertaining to the Bank's payment services refer to „the applicable branch of the Bank where account is maintained“, such a point is in the case of corporate clients replaced with „designated point of service for payment services“, of which the Client will be informed for the purposes of submitting payment orders. If, despite the foregoing, the Client submits payment orders at one of the Bank's branches, delays may occur. Payment orders in paper form delivered to the applicable „designated point of service for payment services“ outside standard business hours are considered delivered on the following business day as regards the deadline for the execution thereof. Payment orders submitted electronically using electronic payment means are considered received upon delivery to the Bank's server. The foregoing applies to payment orders submitted via a provider of payment initialization services.

The cut-off times for the acceptance of payment orders in paper form, or payment orders submitted by electronic means, agreed with or announced to the Client remain unchanged. The purpose of cut-off times is to ensure that the Bank is able to process a payment order on the same day or that the Bank is able, with regard to urgent payments, to send a payment order to the payee's provider of payment services using the standard method used for urgent payments. If a payment order is received after the cut-off time set for a given day, the Bank reserves the right to process the payment order on the same day. The foregoing does not apply if the Client specifies a date on which a payment transaction is to be executed. In such a case, the payment order is only processed on the applicable day.

3. Cut-off Times for the Execution of Payment Orders

3.1 Basic provisions

A list of cut-off times for the acceptance and deadlines for the execution of payment orders is enclosed under Annex 2 - „Payment Cut off Times“, which constitutes an integral part of these Terms and Conditions.

For the purpose of determining the execution deadline, a payment order received after the cut-off time on a given day is only considered delivered on the Bank's following business day. The Bank reserves the right to process a payment order on the day on which it receives the payment order.

The Bank shall be obliged to ensure that the amount of the payment operation set in the payment order is delivered to the payee's payment service provider, at the latest, as follows:

Payment orders in EUR

- payment orders submitted electronically at most one business day
- payment orders submitted in paper form at most two business days

Payment orders in other currencies of EEA countries

- payment orders submitted electronically at most four business days
- payment orders submitted in paper form at most two business days

Payment orders in currencies of countries outside EEA and orders for transfers in which the payment service provider of the payee is located outside EEA (third countries)

- payment orders are processed as soon as possible.

3.2. Deadline for Crediting Funds to the Payee Account

The Bank credits the sum of a payment transaction to the payee's account immediately after the sum is credited to the Bank's account.

4. SEPA Area

The Single Euro Payments Area (SEPA) includes the following countries and areas:

Member States of the European Economic Area (EEA):

European Union Member States:

Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France (including the following regions: French Guyana, Guadeloupe, Martinique, Mayotte, Réunion), Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary, United Kingdom of Great Britain and Northern Ireland, Cyprus

Other countries:

Iceland, Liechtenstein, Norway

Other countries and areas:

Åland, Gibraltar, Guernsey, Isle of Man, Jersey, Monaco, San Marino, Switzerland, Saint Barthélemy, Saint Martin (French section), Saint-Pierre and Miquelon

Other countries and areas may be from time to time added to the foregoing list, where the Bank is under no obligation to expressly inform the Client.

IV. Special Provisions for Payment Transactions within the Slovak Republic and Payment Transactions Involving Other Members of the EEA in Currencies of Countries Outside the EEA and for Payment Orders where the Payer's or the Payee's Payment Services Provider Is Based Outside the EEA (Third Countries)

For payment transactions,

- where a payment order is made in a currency other than the euro or another EEA currency and/or,
- where the payer's or the payee's payment services provider is based outside the European Economic Area, the following provisions apply:
- The Bank is under no obligation to execute a payment order if the execution of the payment order were to violate the law of the country in the currency of which an order for the execution of a payment transaction is submitted or in which the payer's or the payee's payment services provider is based. The Bank is under no obligation to specify the reasons if doing so were to constitute a violation of the law.
- The Bank may charge a fee for every revocation of a payment order.

V. Available financial limit

The Client may give orders to execute payment transactions only up to the balance of funds on the Client's account or up to the value of credit granted for a given account. If the Client fails to comply with the applicable limits in giving payment orders, the Bank may demand compensation for expenses incurred in connection with the execution of payment orders. If charging an account with the sum of a payment transaction and/or the applicable fees exceeds the credit limit or results in a negative balance with no overdraft facility granted, the execution of the payment transactions does not entail the granting of any credit or the increasing of any previously granted credit; such a situation results in unauthorized overdraft for which the Bank may charge interest at a rate in excess of the rate applicable to authorized overdraft.

VI. Burden of proof

By way of derogation from Section 10 of the Payment System Act (Act No. 492/2009 Coll.) it is agreed that in the event of a dispute concerning the proper execution of a payment order, the Client must provide evidence that the payment transaction has not been duly registered and/or has not been duly cleared and/or that a defect has occurred.

VII. Third-Party Services, Technical / Organizational Changes

1. External services

1.1 Standard Third-Party Involvement in the Provision of Services

The provision of payment services involves third parties whose services are necessary

for the provision of payment services, such as other banks that take part in the execution of payment orders or SWIFT that acts as an intermediary in the transmission of payment-related messages. Rights and duties relating to the involvement of such third parties are subject to the applicable agreement with the Client, such as Section 3, Paragraph 2 of the General Terms and Conditions.

1.2 Outsourcing

In addition to the foregoing, the Bank may, in other cases, use external service providers (for example for the purposes of handling the technical aspects of payment operations within the Bank). In doing so, the Bank must select and examine the credentials of service providers using due care and diligence, where the Bank is liable for actions of such service providers. A provider is subject to instructions for the execution of payment transactions in effect within the Bank. Likewise, a provider is subject to the Bank's control and audit operations (internal audit). The Bank must comply with banking supervision regulations applicable to the Bank's use of third-party services. The Bank must require service providers and their employees to maintain confidentiality regarding the Client's data. Data relating to the Client are subject to bank secrecy requirements. In addition, the Bank and service providers, including their employees, must comply with personal data protection regulations.

2. Major Technical and Organizational Changes

To ensure the proper provision of services, the Bank reserves the right to make technical or organizational changes in response to a general change in technical standards applicable to business, in requirements for granting credit, or in statutory requirements, or changes arising from measures imposed by supervisory authorities.

VIII. Liability and Entitlement to a Refund for Payment

The following provisions on liability and entitlement to a refund for payment apply to if the Client is not a consumer. The use of payment authentication devices is subject to special terms and conditions (such as the Terms and Conditions for Remote Data Transmission and the Terms and Conditions for Banking Transactions Completed via the Portal for Corporate Clients).

1. Client's Entitlement to a Refund for an Unauthorized Payment

In the event of an unauthorized payment, the Bank does not have the right to claim from the Client expenses incurred by the Bank. The Bank must refund the sum of the payment transaction to the Client, and, if the sum is debited from the Client's account, the Bank must restore the account balance to the state in which it would be were the unauthorized payment not debited from the account. This duty must be fulfilled no later than by the end of the business day as per Part A III, Section 1, which follows the day on which the Bank is informed that a payment order has not been authorized or the day on which the Bank receives information to that effect in another way. If the Bank informs in writing a relevant authority of substantiated reasons regarding a suspicion that the Client has committed fraudulent actions, the Bank must fulfil its duty laid down in the second sentence and immediately examine the suspicion, and fulfil its duty if the suspicion of committed fraud is not confirmed. As regards the initiation of a payment order through a provider of payment initiation services, the Bank is subject to the duties laid down in the second and fourth sentences.

2. Client's Entitlement to a Refund for Non-Executed Authorized Payment Order or Incorrectly Executed or Delayed Payment Orders

In case of SEPA direct debit transactions, the Client is entitled to a refund for a payment only insofar as laid down under the provisions pertaining to SEPA direct debit – see Sections B and C below.

If liability for the non-execution of a payment order or the incorrect or delayed execution of a payment order lies with an institution engaged by the Bank in the execution of the payment order, liability for claims for a refund of the payment only applies if the Bank violates its duty consisting of assiduously selecting and instructing the first institution involved in the processing of the payment order (delegated order). Claims against an institution based on the relevant provisions or the Bank's claims against a participating institution based on non-executed or incorrectly executed or delayed payment orders are not to be prejudiced by the foregoing. Whether necessary, the Bank assigns to the Client any of its claims against a participating institution.

Where a payment order is initiated by the payee or through the payee, and an institution that bears liability for a non-executed or incorrectly executed or delayed payment order takes part in the execution of the payment order by the payee's payment services provider, the Bank bears no liability for any claims the Client makes, as the payer, for a refund of the payment.

In other cases, the Client may demand the Bank to issue an immediate and full refund for the sum of a payment transaction only if the payment is not executed or is executed incorrectly, unless the non-execution or incorrect execution of the payment order is caused by a provider of payment initiation services engaged by the Client. Additionally, the

Client may demand the Bank to issue a refund for applicable fees and interest charged by the Bank in connection with a non-executed or incorrectly executed payment order or debited by the Bank from the Client's account.

If the incorrect execution of a payment order consists of the delivery of the sum to be paid to a payment services provider only after the deadline for execution (it is delayed), the foregoing claims are excluded. If the Client incurs losses as a result of the delayed execution of a payment order, the Bank bears liability in accordance with the provisions laid down in Paragraph 3 below.

If the Bank is not authorized to dispose of the sum of a payment transaction relating to a non-executed or incorrectly executed payment order, the Client's entitlement to a refund of the payment as per the foregoing provisions is limited to the sum of the payment transaction plus fees and interest charged by the Bank, where the maximum limit of EUR 1 million per payment order applies, unless the Bank violates its duties deliberately or due to gross negligence.

In the event of the non-execution of a payment order or the incorrect execution of a payment order, the Bank must at the Client's request review all stages of the processing of the payment transaction, and inform the Client of the outcome of the review. The Bank may charge a fee for such a review.

3. Client's Entitlement to Compensation for Damage relating to Non-Executed Authorized Payment Order, Incorrectly Executed or Delayed Payment Order or Unauthorized Payments

In the event of a non-executed, incorrectly executed, or delayed authorized payment order or an unauthorized payment, the Client may only claim compensation for damage in accordance with the following provisions:

- The Bank bears liability if the Bank is at fault. If the Client's actions contribute to the incurrance of damage, the extent to which the Bank and the Client bear liability for the damage is determined based on the degree to which the Bank and the Client are at fault.
- The Bank is not liable for fault on the part of institutions engaged by the Bank in the execution of a payment order. In this regard, the Bank's liability is limited to the assiduously selecting and instructing the first institution taking part in the execution of the payment order (delegated order).
- The value of the Client's claims for compensation for damage is limited to the sum of a payment plus fees and interest charged by the Bank, where the maximum limit of EUR 1 million per payment/payment order applies.

Any claim for subsequent losses is limited to the maximum of EUR 12 500 per payment/payment order. This restriction of liability does not apply in the event of deliberate action or gross negligence on the part of the Bank and in the event of unauthorized payments.

4. Limitation of liability and protests

The Bank bears no liability as per Paragraphs 2 and 3 provided that:

- the Bank proves to the Client that the sum to be paid has been duly received by the payee's provider of payment services, or
- a payment order is executed in accordance with the Client's incorrect identification of the payee. In such a case, however, the Client may request the Bank to attempt to recover the sum using means at the Bank's disposal. If the sum of a payment as per the second and third sentences of this paragraph cannot be recovered, the Bank must provide the Client, at the Client's written request, with any and all information available to the Bank to allow the Client to recover the payment from the payee.

This information duty does not apply to payment orders where the payee's provider of the payment services is located in a country outside the EEA (third countries). The Bank may charge a fee for tasks performed in connection with the foregoing as per the second to fourth sentences of this paragraph.

5. Limitation period

The Client's claims as per Paragraphs 1 to 3 and the Client's protests against the Bank relating to non-executed or incorrectly executed payment orders or based on unauthorized payments are excluded if the Client fails to inform the Bank of an unauthorized or incorrectly executed payment transaction no later than 13 months after the sum of an unauthorized payment or incorrectly executed payment is debited from the Client's account. The limitation period only begins if the Bank informs the Client of debiting the sum from the Client's account using the method agreed for the delivery of information on account balance no later than one month after the sum is debited from the account; otherwise, the limitation period begins on the day on which a notice is served. The Client may make claims for compensation for damage in accordance with Paragraph 3 after the expiration of the period referred to in the first sentence if the Client is prevented from meeting the deadline without fault on the Client's part. The first and third sentences also apply if the Client initiates the execution of a payment order through a provider of payment initiation services.

6. Force Majeure

The Client's claims arising under payment services agreements are excluded if the circumstances based on which a claim is made:

- are the result of an irregular and unforeseeable event over which the Bank has no control and the consequences of which cannot be prevented despite the use of due care and diligence, or are caused by the Bank in relation to duties arising under the law.

B. Terms and Conditions for SEPA Core Direct Debit

The following terms and conditions additionally apply to the Client's payments denominated in euro to payees and executed by means of SEPA core direct debit from the Client's account maintained by the Bank.

1. Definitions

Direct debit is a payment transaction prompted by the payee to the debit of the Client's account, where the sum of the debited payment is specified by the payee.

2. SEPA Core Direct Debit

2.1 General Information

2.1.1 Main Characteristics of SEPA Core Direct Debit

Using SEPA core direct debit, the Client can make direct debit payments denominated in euro through the payee's bank within the SEPA area. For the execution of payments using SEPA core direct debit:

- the payee and the payment services provider must participate in the SEPA system and accede to SEPA direct debit,
- the Client must grant the payee a SEPA direct debit mandate prior to the execution of a payment transaction.

The payee initiates the execution of the applicable payment transaction by submitting an order for SEPA direct debit to the Bank through the payee's provider.

In the case of an authorized payment executed by means of SEPA core direct debit, the Client has the right to demand a refund for the paid sum within eight weeks after the execution of the direct debit payment to the debit from the Client's account.

2.1.2 Client identification data

In the execution of direct debit payments, the Client must use for identification purposes in relation to the payee the Client's IBAN, of which the Client has been informed, and in the case of cross-border payments to countries outside the EEA, such as Switzerland, also the Bank's BIC because the Bank is authorized to execute payment transaction by means of SEPA core direct debit solely using the Client's identification data provided to the Bank. The Bank and other participating institutions carry out a payment to the payee based on the IBAN stated by the payee in the direct debit data sequence, as the payee identification data, and in the case of cross-border payments in countries outside the European Economic Area also based on the aforementioned BIC.

2.1.3 Delivery of Direct Debit Data

In the case of payments carried out by means of SEPA core direct debit, direct debit data may be submitted via a remote data transmission system to the Belgium-based Society for Worldwide Interbank Financial Telecommunication (SWIFT) and via computer centres in the European Union, Switzerland, and the U.S.A.

2.2 SEPA mandate

2.2.1 Granting SEPA Direct Debit Mandate

The Client grants the payee a mandate for SEPA core direct debit. Thus, the Client authorizes the Bank to execute payments based on the payee's orders for SEPA core direct debit. The mandate must be granted in writing or using another method agreed with the Bank.

The mandate includes the Client's express consent to the fact that payment services

providers participating in a direct debit transaction and, where applicable, other participating institutions are authorized to collect, process, transfer, and store the Client's personal data necessary for the execution of direct debit.

A SEPA direct debit mandate must include the following:

- the Client must authorize the payee and grant consent to the execution of payments from the Client's account by means of SEPA core direct debit,
- the Client must instruct the Bank to credit payments to the payee's account based on submitted SEPA direct debit orders.

A SEPA core direct debit mandate must include the following authorization data:

- designation of the payee,
- identification number of the creditor,
- specification whether the mandate is granted for a one-time transaction or for recurring transactions,
- the Client's name (if available),
- the name of the Client's bank,
- identification of the Client as per Paragraph 2.1.2.

Apart from authorization data, a direct debit mandate may include additional information.

2.2.2 Authorization for Direct Debit as a SEPA Direct Debit Mandate

Where the Client grants the payee a direct debit authorization under which the payee is authorized to receive direct debit of payments from the Client's account, the Client also gives the Bank an instruction to credit payments to the payee's account based on submitted direct debit orders. By granting a direct debit authorization, the Client authorizes

the Bank to execute payments based on the payee's direct debit orders. Such a direct debit authorization is deemed to constitute a SEPA direct debit mandate. The first and third sentences also apply to direct debit authorization granted by the Client prior to the effective date of these Terms and Conditions.

A direct debit authorization must include the following authorization data:

- designation of the payee,
- name of the Client,
- identification of the Client as per Paragraph 2.1.2 or the Client's account number and bank code.

Apart from authorization data, a direct debit authorization may include other additional information.

2.2.3 Revocation of SEPA mandate

The Client may revoke a SEPA direct debit mandate by means of a statement made, if possible in writing, to the payee or the applicable branch of the bank that maintains the Client's account, whereupon subsequent payment transactions will no longer be authorized.

If the Client makes such a statement to the Bank, the revocation enters into effect as of the business day following the day on which the revocation statement is delivered to the Bank. The Client should subsequently also make such a statement to the payee to advise the payee to submit no further direct debit payment orders.

2.2.4 Limiting and Blocking of SEPA Core Direct Debit

The Client may give the Bank a special instruction to restrict payments made by means of SEPA core direct debit up to

a certain limit or to block direct debit for a specific payee.

Such an instruction must be delivered to the applicable branch of the Bank that maintains the Client's account no later than at the end of the business day preceding the due date stated in the direct debit data sequence.

If possible, the Client should give such an instruction in writing, and subsequently also notify the payee. The Bank may charge a fee for limiting or blocking payments made by means of SEPA core direct debit.

2.3 Execution of Direct Debit based on SEPA Core Direct Debit Mandate by Payee

A SEPA core direct debit mandate granted by the Client is retained by the payee. In the mandate, the payee specifies authorization data and the applicable sum of direct debit is specified by the payee. For the purpose of executing payments by means of SEPA core direct debit, the payee submits to the Bank, the payment entity, the direct debit data sequence by electronic means through the payee's provider. The data sequence includes the Client's instruction to the Bank to credit payments to the payee's account based on submitted SEPA direct debit orders. For the purposes of receiving such an instruction, the Bank does not require the form agreed for the grant of a SEPA direct debit mandate.

2.4 Execution of Payment Transactions based on SEPA Core Direct Debit Orders

2.4.1 Debiting of Direct Debit Payment from the Client's Account

Based on SEPA direct debit orders submitted by the payee, the sum of the direct debit payment specified by the payee is debited from the Client's account on the due date stated in the direct debit data sequence. If the due date falls on a day other than a bank

business day, a direct debit payment is debited from the account on the following business day.

A direct debit payment is not debited from the Client's account or is cancelled no later than on the second bank business day after the payment is debited from the Client's account:

- if a notice revoking the SEPA direct debit mandate is delivered to the Bank,
- if a notice of limiting or blocking direct debit is delivered to the Bank.

If the Client does not have an account balance or resources (credit) necessary for executing a payment based on a direct debit order, the Bank may reject the debiting of a direct debit payment from the Client's account or initiate the cancellation of an already executed direct debit transaction within two business days after debiting the sum from the Client's account. The Bank does not make partial direct debit payments.

A direct debit payment that cannot be assigned, which means that the Client's IBAN and the Bank's BIC (the payer's client identification data) do not match the Client's identification data the Bank has on file, is also refunded. The same applies if executing a SEPA direct debit order were to result in a violation of laws and regulations.

Moreover, the Bank may refund a direct debit payment if the Bank is unable to process the applicable direct debit order due to the fact that in the direct debit data sequence:

- the creditor's identification number is missing or the number is clearly incorrect,
- there is no mandate reference,
- the mandate issue date is missing, or
- no due date is specified.

2.4.2 Execution of Payments based on SEPA Direct Debit Orders

A payment made based on a SEPA direct debit order is considered executed if the transaction debiting the direct debit payment from the Client's account is not cancelled no later than on the third bank business day after the payment is made to the debit of the Client's account.

2.4.3 Notice of Non-Execution or Cancellation of Direct Debit Transaction, Rejection of Credited Payment

The Bank informs the Client of the non-execution or cancellation of an already executed direct debit transaction or of the rejection of a payment to be credited to the payee's account based on a SEPA direct debit order immediately, but no later than by the deadline specified in Paragraph 2.4.4. The foregoing information may be provided using the method for providing the Client with information on the account balance. If possible, the Bank specifies the reasons for rejection as well as options for rectifying errors that caused the non-execution, cancellation, or rejection of the order. The foregoing does not apply if the disclosure of the reasons were to violate the law. The Bank may charge a fee for a substantiated rejection of an authorized payment that is to be credited based on a SEPA direct debit order.

2.4.4 Payment execution

The Bank must ensure that a direct debit payment debited from the Client's account based on a SEPA core direct debit order given by the payee is delivered to the payee's provider no later than by the deadline for executing the SEPA direct debit order. In the event that a direct debit payment is delivered to the payee's provider only after the deadline for executing the direct debit order (it is delayed), the payee may request

its provider to credit the direct debit payment to the payee's account as if the payment were executed properly.

The execution deadline is derived from the due date stated in the direct debit data sequence. In the event that such a date falls on a day other than a bank business day, the execution deadline is derived from the following business day. The aforementioned provisions pertaining to business days and the receipt of payment orders apply. The Bank informs the Client of payment execution using the method for providing information on the account balance at the agreed frequency.

2.5 Client's Entitlement to a Refund for an Unauthorized Payment

As regards authorized payments made by means of SEPA core direct debit, the Client may within eight weeks after the execution of a direct debit payment to the debit of the Client's account make a discretionary request to the Bank for a refund of such a direct debit payment.

In such a case, the Bank must restore the Client's account to a state in which the account would be were the direct debit payment not executed. The foregoing is not to prejudice any payment-related claims made by the payee against the Client.

The right to a refund of a direct debit payment as per Paragraph 1 does not apply if the applicable payment, which is debited from the Client's account by means of direct debit, is authorized based on the Client's express approval given directly to the Bank.

The Client's right to a refund relating to non-executed or incorrectly executed authorized payments and to unauthorized payments is subject to the provisions on liability and entitlement to refund for payment laid down in Section A.

C. Terms and Conditions for SEPA Business-to-Business Direct Debit

The following terms and conditions additionally apply to the Client's payments denominated in euro to payees and executed by means of SEPA business-to-business direct debit from the Client's account maintained by the Bank, where the Client is not a consumer.

an order for SEPA direct debit to the Bank through the payee's provider.

In the case of an authorized payment executed by means of SEPA business-to-business direct debit, the Client does not have the right to demand a refund for a direct debit payment debited from the Client's account.

1. Definitions

Direct debit is a payment transaction prompted by the payee to the debit of the Client's account, where the sum of the debited payment is specified by the payee.

2. SEPA Business-to-Business Direct Debit

2.1 General information

2.1.1 Main Characteristics of SEPA Business-to-Business Direct Debit

SEPA business-to-business direct debit may only be used by the Client if the Client is not a consumer.

Using SEPA business-to-business direct debit, the Client can make through the payee's bank direct debit payments in euro within the SEPA area. For the execution of payments using SEPA business-to-business direct debit:

- the payee and the payee's payment services provider must participate in the SEPA system and accede to SEPA direct debit,
- the Client must grant the payee a mandate for SEPA business-to-business direct debit prior to the execution of a payment transaction,
- the Client must confirm to the Bank the grant of a mandate for SEPA business-to-business direct debit.

The payee initiates the execution of the applicable payment transaction by submitting

2.1.2 Client identification data

In the execution of direct debit payments, the Client must use for identification purposes in relation to the payee the Client's IBAN, of which the Client has been informed, and in the case of cross-border payments to countries outside the European Economic Area, such as Switzerland, also the Bank's BIC because the Bank is authorized to execute payment transaction by means of SEPA business-to-business direct debit solely using the Client's identification data provided to the Bank. The Bank and other participating institutions execute a payment to the payee based on the IBAN stated by the payee in the direct debit data sequence as its identification data, and in the case of cross-border payments in countries outside the European Economic Area also based on the aforementioned BIC.

2.1.3 Delivery of Direct Debit Data

In the case of payments carried out by means of SEPA business-to-business direct debit, direct debit data may be submitted via a remote data transmission system to the Belgium-based Society for Worldwide Interbank Financial Telecommunication (SWIFT) and via computer centres in the European Union, Switzerland, and the U.S.A.

2.2 SEPA Business-to-Business Direct Debit Mandate

2.2.1 Granting a SEPA Business-to-Business Direct Debit Mandate

The Client grants the payee a mandate for SEPA business-to-business direct debit. This way, the Client authorizes the Bank to execute payments based on the payee's SEPA direct debit orders. The mandate must be granted in writing or using another method agreed with the Bank (authorization).

Such a mandate includes the Client's express consent to the fact that payment services providers participating in a direct debit transaction and, where applicable, other participating institutions are authorized to collect, process, transfer, and store the Client's personal data necessary for the execution of direct debit.

A SEPA business-to-business direct debit mandate must include the following:

- The Client must authorize the payee and grant consent to the execution of payments from the Client's account by means of SEPA business-to-business direct debit,
- The Client must instruct the Bank to credit payments to the payee's account based on submitted SEPA direct debit orders.

A SEPA business-to-business direct debit mandate must include the following authorization data:

- designation of the payee,
- identification number of the creditor,
- specification whether the mandate is granted for a one-time transaction or for recurring transactions,
- the name of the Client,
- the name of the Client's bank,
- identification of the Client.

Apart from authorization data, a direct debit mandate may include other additional information.

2.2.2 Confirmation of Grant of SEPA Business-to-Business Direct Debit Mandate

The Client must immediately confirm an authorization to the Bank by sending to the Bank the following information stated in a SEPA business-to-business direct debit mandate granted to the payee:

- designation of the payee,
- identification number of the payee,
- mandate reference,
- specification whether the mandate is granted for a one-time transaction or for recurring transactions,
- date of the signature in the mandate.

The Client can send the Bank a copy of a SEPA business-to-business direct debit mandate.

The Client must immediately inform the Bank, preferably in writing, of any changes in or the cancellation of a SEPA business-to-business direct debit mandate granted to the payee.

2.2.3 Revocation of SEPA Business-to-Business Direct Debit Mandate

The Client may revoke a SEPA business-to-business direct debit mandate by means of a statement made to the applicable branch of the bank that maintains the Client's account. If possible, revocation should be served in writing. The Bank takes into consideration the revocation of a mandate if a revocation notice is delivered prior to the due date by the end of the business day of the applicable branch of the Bank maintaining the account specified in the mandate. The revocation of a SEPA business-to-business direct debit mandate does not apply to direct debit payments that have already

been debited from the Client's account. In such a situation, Section 2.2.4, Paragraph 2 applies.

2.2.4 Rejection of Specific SEPA Business-to-Business Direct Debit Orders

The Client may give a special instruction to the Bank not to execute a payment based on specific SEPA business-to-business direct debit orders submitted by the payee. Such an instruction must be delivered to the Bank no later than at the end of the business day preceding the due date stated in the direct debit data sequence.

If possible, the Client should give such an instruction in writing, and subsequently also notify the payee. The Client should subsequently give the same instruction to the payee.

On the day on which a direct debit payment is to be debited from the Client's account based on a SEPA business-to-business direct debit order, the order may be rejected only if so agreed by the Client and the Bank. Such an agreement enters into effect provided that the Bank is able to conclusively retrieve the direct debit payment. The Bank may charge a fee for processing an order rejected by the Client. The Client may not reject the execution of an order after the day on which the applicable direct debit payment is executed based on a SEPA business-to-business direct debit order.

2.3 Execution of Direct Debit based on SEPA Business-to-Business Direct Debit Mandate by Payee

A SEPA business-to-business direct debit mandate granted by the Client is retained by the payee. In the mandate, the payee specifies authorization data and, where applicable, additional data necessary for the execution of payments by means of SEPA business-to-business direct debit. The applicable sum of direct debit is specified by the payee.

For the purpose of executing payments by means of SEPA business-to-business direct debit, the payee submits to the Bank, the payment entity, the direct debit data sequence by electronic means through the payee's provider. The data sequence includes the Client's instruction to the Bank to credit payments to the payee's account based on submitted SEPA direct debit orders. For the purposes of receiving such an instruction, the Bank does not require the form agreed for the grant of a SEPA direct debit mandate.

2.4 Execution of Payment Transactions based on SEPA Direct Debit Orders

2.4.1 Debiting of Direct Debit Payment from the Client's Account

Based on SEPA direct debit orders submitted by the payee, the sum of a direct debit payment specified by the payee is debited from the Client's account on the due date stated in the direct debit data sequence. If the due date falls on a day other than a bank business day, a direct debit payment is debited from the account on the following business day.

A direct debit payment is not debited from the Client's account or is cancelled no later than on the third bank business day after the payment is debited from the Client's account if:

- the Client's confirmation is not delivered to the Bank,
- a notice of cancellation of a SEPA business-to-business direct debit mandate is delivered to the Bank, or
- the Client delivers to the Bank a notice of rejection of the execution of direct debit.

If the Client does not have an account balance or resources (credit) necessary for executing a payment based on a direct debit order, the Bank may reject the debiting of a direct debit payment from the Client's account or initiate

the cancellation of an already executed direct debit transaction within two business days after debiting the sum from the Client's account.

The Bank does not make partial direct debit payments.

A direct debit payment that cannot be assigned, which means that the Client's IBAN and the Bank's BIC (the payer's client identification data) do not match the Client's identification data the Bank has on file, is also refunded.

The same applies if executing a SEPA direct debit order were to result in a violation of laws and regulations.

Moreover, the Bank may refund a direct debit payment if the Bank is unable to process the applicable direct debit order due to the fact that in the direct debit data sequence:

- the creditor's identification number is missing or the number is clearly incorrect,
- there is no mandate reference,
- the mandate issue date is missing, or
- no due date is specified.

2.4.2 Execution of Payments based on SEPA Direct Debit Orders

A payment made based on a SEPA direct debit order is considered executed if the direct debit payment debited from the Client's account is not cancelled no later than on the third bank business day after the payment is made to the debit of the Client's account.

2.4.3 Notice of Non-Execution or Cancellation of Direct Debit Transaction, Rejection of Credited Payment

The Bank informs the Client of the non-execution or cancellation of an already executed direct debit transaction or of the rejection of a payment to be credited to the payee's account based on a SEPA direct debit order immediately, but no later than by the deadline specified in Paragraph 2.4.4. The foregoing information may be provided using the method for sending the Client information on the account balance. If possible, the Bank specifies the reasons for rejection as well as options for rectifying errors that caused the non-execution, cancellation, or rejection of a direct debit order. The foregoing does not apply if the disclosure of the reasons were to violate the law. The Bank may charge a fee for a substantiated rejection of an authorized payment credited based on a SEPA direct debit order.

2.4.4 Payment execution

The Bank must ensure that a direct debit payment debited from the Client's account based on a SEPA business-to-business direct debit order given by the payee is delivered to the payee's provider no later than by the deadline for executing the SEPA direct debit order. In the event that a direct debit payment is delivered to the payee's provider only after the execution deadline (it is delayed), the payee may request its provider to credit the direct debit payment to the payee's account as if the payment were executed properly.

The execution deadline is derived from the due date stated in the direct debit data sequence. In the event such a date falls on a day other than a bank business day, the execution deadline is derived from the following business day. The aforementioned provisions on business days and the receipt of payment orders apply. The Bank informs the Client of payment execution using the method for providing information on the account balance at the agreed frequency .

2.5 Exclusion of the Client's Entitlement to a Refund for an Unauthorized Payment

As regards an authorized payment made by means of SEPA business-to-business direct debit, the Client may not demand the Bank to issue a refund for a direct debit payment that has been debited from the Client's account; the Client's right to a refund relating to non-executed or incorrectly executed authorized payments and to unauthorized payments are subject to the foregoing provisions on liability and entitlement to refund for payment.

D. Terms and Conditions for Cashless Payments

In addition to the foregoing, the execution of payment orders given by the Client is subject to the following terms and conditions.

1. General information

1.1 Main Characteristics of Transfers including Standing Orders

The Client may give an order to the Bank to transmit by means of cashless transfer of funds a monetary amount in favour of the payee's payment services provider. The Client may give an order to the Bank to transfer the same amount to the same account of the payee on the same day (standing order).

1.2 Client identification data

The Bank executes payment orders/standing orders using client identification data stated by the user of payment services. The Client must use its client identification data and the payee identification data:

Target area	Currency	Client identification data
Slovak Republic	Euro	IBAN
Cross-border orders for transfer of funds within the European Economic Area	Euro	IBAN
Slovak Republic or countries within the EEA	Currency other than euro	IBAN and BIC or account number and BIC
Countries outside the EEA	Euro or another currency	IBAN and BIC or account number and BIC

When the Client does not have an account in the bank it is sufficient to specify the payee's identification data.

1.3 Issue of an Order for Transfer of Funds and Authorization

The Client gives a payment order to the Bank using a form approved by the Bank or using a different method agreed with the Bank (such as online banking), where the Client must state the required data.

The Client must ensure that data are stated in a legible, complete, and accurate manner. Illegible, incomplete, or incorrect data may result in a delay or incorrect processing of transfers of funds, where the Client is liable to incur damage. The Bank may refuse to execute a transfer of funds if provided data are illegible, incomplete, or incorrect. The Client must inform the Bank if express execution of an order is required. In the case of orders for a transfer of funds submitted using a form, the foregoing request must be made separately, unless the form provides a space for such a request.

The Client authorizes payment orders by signature or in another manner agreed with the Bank (such as using a signature certificate for online banking, PIN/TAN). By carrying out authorization, the Client gives the Bank express consent to collect (from its database), process, transfer, and store necessary data in connection with the execution of a transfer of funds.

At the Client's request, the Bank must inform the Client, prior to the execution of a specific transfer of funds, of the maximum time for the execution of such a payment transaction as well as the amount and, if applicable, classification of fees charged by the Bank. In connection with giving a payment order to the Bank, the Client may use the payment initialization service as per Section 1, Paragraph 33 of the Payment Services Supervision Act, unless the Client's payment account is not accessible online.

1.4 Delivery of Payment Orders to the Bank

The aforementioned provisions on business days and the delivery of payment orders apply.

1.5 Payment Order Cancellation

The Customer may send a notice to the Bank to cancel a payment order prior to the delivery of the payment order to the Bank. Once a payment order is delivered to the Bank, it cannot be cancelled by the Client save for the cases described in Paragraphs 2 and 3. If the Client charges a provider of payment initiation services with the issue of a payment order, the Client may not cancel the payment order as per the first sentence with regard to the Bank after the Client gives consent to the payment initiation services provider to initiate a transfer of funds.

If the Bank and the Client agree to a deadline for executing transfers of funds, the Client may cancel a payment order or a standing order until the end of the bank business day preceding the agreed execution date. After a notice cancelling a standing order is delivered to the Bank in a timely manner no further transfers of funds are carried out based on the applicable standing order.

After the deadlines specified in Paragraphs 1 and 2, a payment order may only be cancelled if an agreement to that effect is made by the Bank and the Client. Such an agreement enters into effect if the Bank is able to prevent the execution of the payment order or retrieve thus transferred sum. If the Client charges a payment initialization services provider with giving a payment order, the Client must additionally obtain the consent of the payment initialization services provider and the payee. The Bank charges a fee for cancellation requested by the Client.

1.6 Payment Order Execution

The Bank executes the Client's payment order provided that required data are made available to the Bank in the agreed form, that the Client authorizes the payment order, and that a sufficient balance of funds in the currency of the order is available on the account or that sufficient credit has been granted (payment order execution requirements).

The execution of a payment order must not violate any legal regulations. The Bank and other payment services providers involved in the execution of a transfer of funds must carry out the transfer of funds exclusively using the payee identification data given by the Client.

The Bank informs the Client of the execution of a payment using the method agreed for the provision of information on the Client's account balance at the agreed frequency.

1.7 Rejection of Payment Order

The Bank may reject a payment order if the requirements for the execution of the payment order are not fulfilled. The Bank informs the Client immediately in the event of payment order rejection. The foregoing information may be provided using the method for providing the Client with information on the account balance. If possible, the Bank specifies the reasons for rejection as well as options for rectifying errors that caused the rejection of the order. The foregoing does not apply if the disclosure of the reasons were to violate the law. If the Bank is clearly unable to assign client identification data stated by the Client to any payee, any payment account, or any payment services provider, the Bank informs the Client immediately and, if applicable, credits the amount of the transfer of funds to the Client.

The Bank may charge a fee for substantiated rejection of an authorized payment order.

1.8 Transmission of Payment Order Data

As part of executing a payment order, the Bank transmits data stated in the payment order (transfer data) to the payee's payment services provider directly or with the participation of institutions involved in the payment transaction. The payee's payment services provider may provide the payee with transfer data, including the payer's account number or the International Bank Account Number (IBAN), in full or in part.

In case of cross-border transfers (with the exception of SEPA transfers) and urgent transfers, transfer data may be transmitted to the payee's payment services provider using the remote data transmission system of the Belgium-based Society for Worldwide Interbank Financial Telecommunication (SWIFT). Due to system security reasons, SWIFT temporarily stores data on transfers of funds in its computer centres in the European Union, Switzerland, and U.S.A.

1.9 Notice of Unauthorized or Incorrectly Executed Transfers

The Client must notify the Bank of any unauthorized or incorrectly executed payment order immediately after ascertaining information to that effect. The same applies if a payment initialization services provider takes part in a transaction.

2. Transfers of Funds in the Slovak Republic and to Other Countries within the EEA in Euro and Currencies of Other EEA Countries

2.1 Required data

The Client must specify the following information in a payment order:

- the name of the payee
- the payee's client identification data (see Paragraph 1.2); if the BIC is unknown

with regard to transfers in the currencies of other EEA countries other than the euro, the full name and address of the payee's provider must be specified,

- the currency (if applicable, currency code as per Annex 1),
- the amount of the payment order,
- the name of the Client,
- the Client's IBAN

2.2 Order Execution Deadline

2.2.1 Execution Deadline

The Bank must ensure that the transferred amount is received by the payee's payment services provider by the execution deadline.

2.2.2 Time Limit for Order Execution

The time limit for the execution of a payment order begins as per the foregoing provisions concerning business days and the receipt of payment orders.

If the Bank and the Client agree that the execution of a transfer of funds is to commence on a certain day, at the end of a certain period, or on a day on which the Client provides the Bank with the necessary amount of funds in the currency of the payment order, the date stated in the order or otherwise agreed applies as regards the beginning of the time limit for the execution of the order. In the event such an agreed date falls on a day other than a bank business day, the deadline for the execution of the payment order is derived from the following business day.

3. Transfers within the Slovak Republic and to Other Countries in the EEA in the Currency of a Country Outside the EEA (Third-Country Currency) and Transfers in cases where the Payee's Payment Services Provide is Located Outside the EEA (Third Country)

3.1 Required data

For the execution of a transfer of funds, the Client must provide the following information:

- the name of the payee,
- the payee's client identification data (see Section E, Paragraph 1.2); if the BIC is unknown

with regard to cross-border transfers, the full name and address of the payee's provider must be specified,

- the destination country (if applicable, country code as per Annex 1),
- the currency (if applicable, currency code as per Annex 1),
- the amount of the payment order,
- the name of the Client
- the Client's account number and bank code or the Client's IBAN

3.2 Transfer Execution Deadline

Transfers of funds are executed as soon as possible.

E. Disputes and processing complaints

(1) The Bank and the Client prefer resolving any dispute arising from their relation to provision of payment services by the Bank primarily by mutual agreement.

(2) According to section 90 and the following of the Act on payment services and section 93 b of the Bank Act the Bank is obliged to present to the Client an irrevocable draft for closing an arbitration contract with respect to solving (i) all disputes arising between the Bank and the Client in connection with the

violation or suspected violation of provisions of national law while providing payment services and (ii) all disputes arising from transactions between the Bank and the Client in connection with services offered by the Bank.

(3) If an arbitration agreement has been concluded between the Bank and the Client, the Client shall be entitled to enforce the Client's rights arising from specified business relations and associated banking operations (such as using and issuing payment cards,

providing services of electronic banking, in connection with bills of exchange issued by the client for the bank, as well as disputes arising from transactions or in connection with transactions, e.g. disputes arising from security contracts), as well as the use of payment services, except those explicitly excluded by applicable law, at the court of arbitration designated by the respective agreement between the Bank and the Client, in accordance with Act No. 244/2002 Coll. on Arbitration, as amended (referred to below as „Arbitration Act“).

Upon request of the Client, the Bank shall present to the Client a proposal of an arbitration agreement, by means of which the Bank and the Client may undertake to refer any potential mutual disputes, except those explicitly excluded by applicable law, to the jurisdiction of a permanent court of arbitration established in the Slovak Republic under the Arbitration Act. The Bank shall not be required to accept any proposal of a specific court of arbitration made by the Client.

(4) Unless otherwise agreed upon between the Bank and the Client, any potential disputes arising from banking operations shall be resolved by a competent general court of the Slovak Republic pursuant to general provisions of the law concerning material and local jurisdiction.

In case of any dispute between the Client and the Bank arising from the use of a payment account switching service pursuant to section 44d of Act No. 492/2009 Coll. on Payment Services and Amending Certain Acts, if:

- the Client employed fewer than ten employees at the time of conclusion of the relevant framework contract on payment services, and
- the Client's annual turnover or total annual balance-sheet value does not exceed EUR 2,000,000,

the Client may, by means of an application, approach a provider of Alternative Dispute Resolution services of the Client's choice based on Act No. 391/2015 Coll., particularly the Alternative Dispute Resolution Institute of the Slovak Banking Association, at the address: BLUMENTAL OFFICE I., Mýtina 48, 811 07 Bratislava, Slovak Republic (www.institutars.sk). Proceedings held before a provider of Alternative Dispute Resolution services are free of charge in such cases.

(5) Without considering the previous provisions the Bank is entitled according to its own decision to file a petition for a court proceeding not only on a court in the Slovak Republic or at any court abroad that is competent for the Client in the extent of the relevant legal order.

The Client may make a filing with the National Bank of Slovakia if he/she deems that provisions of the Payment Services Act or of other generally binding legal regulations have been breached.

The Bank shall be obliged to accept Client's complaint pertaining to provision of payment services. The procedure concerning filing of a complaint and the complaint handling process are governed by the Complaint Regulations made available by the Bank pursuant to the Payment Services Act in its business premises and at www.commerzbank.sk.

F. Effective date

The Business Terms and Conditions for Payment Services for Corporate Clients are in effect from **1 January 2019** and The Business Terms and Conditions for Payment Services for Corporate Client's being in effect from 13 January 2018 will expire on 31.12.2018.

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