

**Article 1. Introductory Provisions**

- 1.1 This Notice on the Payment Transactions (hereinafter the "**Notice**") is a Notice as envisaged in the General Business Terms and Conditions issued by the Bank (hereinafter the "**General Conditions**"). This Notice is part of the Contract and the Client is obliged to familiarise himself/herself with it and comply therewith.
- 1.2 Different provisions of Product Terms and Conditions shall prevail over the provisions of this Notice. Provisions of this Notice shall prevail over different provisions of the General Conditions.
- 1.3 Capitalised terms used herein shall have the meaning as defined in herein or in the General Conditions.

Article 2. General Provisions

- 2.1 When making payments under the payment system, the Bank shall proceed in compliance with law, a relevant Contract and banking practice.
- 2.2 The Client shall take full responsibility for ensuring that his/her payment orders (hereinafter the "**Order**") served to the Bank contain only truthful information and are in compliance with law and a relevant Contract.
- 2.3 The Bank shall be entitled to postpone the execution of the Client's Order when adhering to its legal duty to report.
- 2.4 The Bank shall be entitled to reject or postpone the execution of the Client's Order whose execution might be contrary especially to (i) law of the Slovak Republic and law of the country of the intermediary bank or (ii) business policy of the Bank or the intermediary bank. Due to reasons mentioned in the previous sentence the Bank shall also be entitled not to accept payments to the payee's account. The Client hereby acknowledges that for the above reasons an intermediary bank may return or withhold a payment.
- 2.5 If a conversion between a foreign currency and EUR or between foreign currencies is necessary in association with payment services, the Bank shall convert the currencies according to the principles set forth in Article XIX. of the General Conditions.
- 2.6 The Client shall submit orders on forms prescribed or, as the case may be, approved by the Bank (e.g., universal pre-printed forms or computer printouts). The Bank may approve a given form by executing an order. An imprint of Bank's rubber stamp shall not be considered as a confirmation that Moment of Effectiveness of the Order has occurred.
- 2.7 When crediting funds to an account, the Bank shall follow the payee's Unique Identifier, without which an Order cannot be properly executed. The Bank shall not be obliged to verify whether the Unique Identifier fits the name of the account and/or payee's other data and particulars. The Bank shall credit the funds to the account in accordance with the Unique Identifier even if it has found a discrepancy between the Unique Identifier and the name of the account and/or payee's other data and particulars the Bank shall have available, except for cases where such a transaction would contravene law¹.
- 2.8 The Bank shall credit the funds to the payee's Account, provided that a correct Unique Identifier has been stated in an Order, in the currency of the payee's Account, notwithstanding the payment transaction currency.
- 2.9 In case that the funds cannot be credited due to an incorrect Unique Identifier, the Bank shall reject such a payment and transfer the funds back to the payer's bank.
- 2.10 The Client must state in the Order, without limitation, the following particulars and information:
- a) Type of the Order (e.g., Payment Order or Collection Order);

- b) Payer's Unique Identifier;
- c) Payee's Unique Identifier;
- d) Amount (expressed in two decimal places, at a maximum), and currency.

The Client may also state other obligatory or optional data in the Order.

- 2.11 The Client shall be entitled to withdraw/cancel an Order on the Business Day immediately preceding the day on which the required Moment of Effectiveness of the Order should occur (at the latest).
- 2.12 The Client may submit (hand over) a written Order at the Client's Point of Sale.
- 2.13 The Bank may refuse to execute a part of a multiple Order if the grounds for refusal lie in a part of such an Order. The Bank shall inform the Client about the refusal of the Order in the manner set forth in the General Conditions.
- 2.14 If an Order for a payment transaction concerning the Client's Payment Account is submitted to the Bank by the Payment Initiation Service provider, the transaction shall be considered defective even if executed in accordance with the Order accepted under the Payment Services Act, as long as it has been executed in violation of the Order submitted by the Client to the Payment Initiation Service provider. In this case, the Bank has obligations towards the Client in accordance with the relevant provisions of the General Conditions.

Article 3. Cash Payment Services

- 3.1 The bank does not execute cash payment transactions except cash payment transactions mediated by third parties.

Article 4. SEPA Payment

- 4.1 A SEPA Payment is a cashless transfer of funds in EUR, whereby the Bank transfers the funds in EUR for its Clients to the debit of an Account kept with the Bank in any currency. The payer and payee's accounts must both be kept in the SEPA Area. The Order must contain a Unique Identifier in the IBAN format; the BIC is not mandatory. Fees related to the transfer shall be shared by the payer and payee ("SLEV" or "SHA" fees). If a SEPA payment is made between accounts kept with the Bank, the payer and payee's account must both be denominated in EUR.
- 4.2 The SEPA Payment may be submitted in a written or electronic form.
- 4.3 The funds shall be credited to the payee's bank account within one Business Day from the Moment of Effectiveness of the Order (at the latest).

Moment of Effectiveness of Standard SEPA Payment Orders

- 4.4 The Moment of Effectiveness of the Order handed over directly to the staff of the Bank's point of sale shall fall on:
- (i) The Business Day on which the Bank has received the Order, if the Order has been delivered to the Bank by 16:00 hrs of the given day, unless a later date of payment (due date) is stated in the Order, or if the required date of payment (due date) has already occurred or none date of payment (due date) is stated at all;
- (ii) The Business Day following the receipt of the Order, if the Order has been delivered to the Bank after 16:00 hrs of the given day;
- (iii) The Business Day specified by the Client as the required date of payment (due date);
- (iv) The immediately preceding Business Day, if the required date of payment (due date) set out in the Order falls on other day than a Business Day and the Order has been delivered to the Bank by 16:00 hrs of the immediately preceding Business Day (at the latest);
- (v) The next succeeding Business Day, if the Order has been delivered to the Bank after 16:00 hrs of the Business Day

¹ Notably Act No.297/2008 Coll., On Protection Against the Legalization of Proceeds of criminal Activities and on Protection against Financing of Terrorism, as amended.

immediately preceding the required date of payment (due date) set out in the Order;

However, this all provided that any and all prerequisites are met as set forth for the execution of the Order by the Contract and by law, including availability of liquid funds in the Account. Failing this, the Bank shall reject such an Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

Moment of Effectiveness of the SEPA Payment Order Delivered by Post Shall Fall on:

- (i) The Business Day immediately following the date of delivery to the Bank of the Order, unless a later date of payment (due date) is stated in the Order, or if the required date of payment (due date) has already occurred or none date of payment (due date) is stated at all;
- (ii) The Business Day specified by the Client as the required date of payment (due date);
- (iii) The Business Day immediately following the required date of payment (due date) stated in the Order, which does not fall on a Business Day, if the Order has been delivered to the Bank on the last Business Day before the required date of payment (due date);
- (iv) The Business Day immediately preceding the required date of payment (due date) stated in the Order, which does not fall on a Business Day, if the Order has been delivered to the Bank two (2) Business Days before the required date of payment (due date) at the latest;

However, this all provided that any and all prerequisites for the execution of the Order as set forth by the Contract and by law have been met by that time, including availability of liquid funds in the Account. Failing this, (a) in case of an Order for a payment between two current Accounts denominated in EUR, the Bank shall execute the Order on the next succeeding Business Day, on the condition that any and all prerequisites for the execution of the Order are met; otherwise the Bank shall reject such an Order, unless agreed otherwise with the Client; or (b) in other cases, the Bank shall either reject the Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

- 4.5 When converting a foreign currency, the Bank shall use the Exchange Rate effective on the Business Day on which the Moment of Effectiveness of the Order has occurred.

Moment of Effectiveness of Orders and Terms and Conditions of Priority SEPA Payments

- 4.6 A Priority SEPA Payment Order must be handed over by the Client directly to the staff of the Bank's point of sale.
- 4.7 The following conditions must be met so that the Priority SEPA Payment Order can be executed:
- a) The Client has submitted to the Bank the Priority SEPA Payment Order by 14:00 hrs of the required date of payment (due date), which must fall on a Business Day (at the latest); and
 - b) The Client has marked the payment in the given Order as a priority payment.
- 4.8 In case that a Priority SEPA Payment Order fails to meet the above terms and conditions or the Bank's banking system is not working in an on-line mode, the Bank shall be entitled to reject the Order.
- 4.9 If a Priority SEPA Payment Order is submitted, the Moment of Effectiveness of such an Order shall fall on the required date of payment (due date) set out in the Order, provided that any and all prerequisites are met as set forth by the Contract and by Law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject the Order.

Article 5. Real-Time EuroPayment Order

- 5.1 The Client must submit a real-time EuroPayment Order directly to an employee of the Client's Point of Sale.

- 5.2 The following conditions must be met so that the real-time EuroPayment Order can be executed:

- a) The Client has submitted to the Bank the real-time EuroPayment Order by 15:00 hrs of the required date of payment (due date), which must fall on a Business Day (at the latest); and
- b) The Client has marked the payment in the given Order as a real-time EuroPayment Order.

- 5.3 In case that a real-time EuroPayment Order fails to meet the above terms and conditions or the Bank's banking system is not working in an on-line mode, the Bank shall be entitled to reject the Order.

- 5.4 If a real-time EuroPayment Order is submitted, the Moment of Effectiveness of such an Order shall fall on the required date of payment (due date) set out in the Order, provided that any and all prerequisites are met as set forth by the Contract and by Law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject the Order.

Article 6. SEPA Payment Standing Order

- 6.1 A SEPA Payment standing Order shall be executed pursuant to a Client's instruction for repeated payments of a fixed amount of money in EUR to the same payee whose bank is located in the SEPA Area, at regular intervals.
- 6.2 The SEPA Payment standing order can be submitted either in a paper form or in an electronic form. It is not allowed to submit a SEPA Payment standing Order via the open banking channel.
- 6.3 When converting a foreign currency, the Bank shall use the Exchange Rate effective at the Moment of Effectiveness of the Order.

Moment of Effectiveness of the SEPA Payment Standing Order

The Moment of Effectiveness of each payment made based on a SEPA Payment standing Order shall fall on the day set out by the Client as the required date of payment (due date). If the required date of any payment in any month is not a Business Day, the Moment of Effectiveness shall fall on a Business Day immediately preceding the required date of payment (due date), however, only in case that any and all prerequisites are met at the given moment as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account. If the Moment of Effectiveness does not occur only due to the lacking available funds in the Account, the due date shall be postponed to the next succeeding Business Day. If the terms and conditions set above for a particular payment are not met by such a Business Day, the Bank shall reject to execute the payment.

- 6.4 A SEPA Payment standing Order must be delivered to the Bank at least two (2) Business Days before the required date of the first payment (due date). The Bank shall be entitled to reject a SEPA Payment standing Order if delivered later.

Article 7. SEPA Direct Debit

- 7.1 The SEPA Direct Debit is a cashless transfer of funds from a debtor's account made in EUR, initiated by a creditor via the creditor's bank, based on a previous agreement between the creditor and the debtor. The debtor and creditor's banks must both be SEPA Reachable Banks under a given payment scheme. The Bank shall only provide the SEPA Direct Debit service along with Accounts kept in EUR, under the B2B and CORE Payment Schemes

Article 8. SEPA Direct Debit on the Part of the Client – Debtor

- 8.1 The Bank shall execute the SEPA Direct Debit from the Account of the Client – debtor, i.e., shall deduct the required amount from the Account, based on the SEPA Direct Debit Mandate issued by the Client. If the Client – Debtor fails to issue the SEPA Direct Debit Mandate, the SEPA Direct Debit from the Client's Account shall be



disabled and the Bank shall not provide the SEPA Direct Debit from the Account of the Client – Debtor.

- 8.2 The SEPA Direct Debit Mandate submitted by the Client must contain all the below particulars:
- Debtor's account number in the IBAN format,
 - Unique mandate reference (UMR),
 - Creditor identifier (CID) of the payee authorised to collect (draw) cashless transfers of funds from the Client's Account,
 - Limit (cap) of a single collection,
 - Frequency, and
 - Other information as requested by the Bank's form.

When setting the limit (cap), the Client must take into account the maximum expected amount of a single collection under any circumstances.

- 8.3 The SEPA Direct Debit Mandate can be established, changed and/or cancelled in a written or electronic form. The Client shall be entitled to alter the limit for a single collection or the frequency. The SEPA Direct Debit Mandate (an order concerning its establishing, change, or cancellation) must be delivered to the Bank at least two (2) Business Days before the required date of collection (due date). The Bank shall be entitled to reject a SEPA Direct Debit Mandate if delivered later.
- 8.4 The Bank shall execute the SEPA Direct Debit, i.e., shall deduct the required amount from the Account of the Client – Debtor, in accordance with the SEPA Direct Debit Mandate issued pursuant to Article 8.2 hereof as at the required date of payment (due date), provided that there are sufficient liquid funds in the Account at the moment of the processing of the instruction. Failing this, the Bank shall not execute the direct debit instruction. The funds shall be credited to the payee bank's account no later than one Business Day from the Moment of Effectiveness of the Order determined pursuant to Article 4.4 hereof.
- 8.5 The SEPA Direct Debit Mandate shall expire unless the Bank receives any SEPA Direct Debit Order within 36 months from the last SEPA Direct Debit.
- 8.6 The Client – Debtor shall be entitled to cancel the SEPA Direct Debit, however no later than one day before it falls due.
- 8.7 The Client – Debtor shall be entitled to the refunding of the amount debited under the SEPA Direct Debit, even without giving a reason, for the period of 8 weeks from the moment of debiting such an amount from his/her Account. The Client – Debtor shall also be entitled to the refunding of the amount debited under the SEPA Direct Debit for the period of thirteen (13) months in case of an unauthorised SEPA Direct Debit. This provision shall not apply to the B2B Payment Scheme.

Article 9. SEPA Direct Debit on the Part of the Client – Creditor

- 9.1 The Bank shall make it possible for the Client – Creditor to submit SEPA Direct Debit Orders under a contract governing the given service that shall set forth terms and conditions for sending the SEPA Direct Debit Orders, however only with respect to EUR Accounts. The SEPA Direct Debit Order is an instruction for debiting funds from an account of a SEPA Direct Debit debtor issued by the Client – Creditor. In the SEPA Direct Debit Order, the Client – Creditor shall be obliged to specify data and information that shall match the agreement between the Client – Creditor and the SEPA Direct Debit debtor.
- 9.2 The SEPA Direct Debit Order may be submitted in a written or electronic form.
- 9.3 In case of both B2B and CORE Payment Schemes, the due date of the SEPA Direct Debit shall be determined as follows (except for SEPA Direct Debit Collection Orders with an advanced due date), the SEPA Direct Debit Order with the type/order "one-off", "first", "recurrent" and "last" must be submitted two Business Days before the SEPA Direct Debit due date.

- 9.4 The Moment of Effectiveness of the SEPA Direct Debit Order handed over in person at the Client's Point of Sale shall fall on:

- The Business Day set out by the Client as the required date of collection (due date), if the required date of collection (due date) stated in the SEPA Direct Debit Order has not yet occurred;
- The Business Day at which the Bank receives the SEPA Direct Debit Order, if the Order has been delivered to the Bank by 16:00 hrs of the given day, if the required date of collection (due date) has already occurred or none date of collection (due date) is stated at all;
- The Business Day preceding the required date of collection (due date) stated in the SEPA Direct Debit Order, if the Order has been delivered to the Bank by 16:00 hrs of the Business Day preceding the required date of collection (due date); failing this, the Bank shall execute such a SEPA Direct Debit Order on the next succeeding Business Day following the required date of collection (due date),

However, this all provided that any and all prerequisites for the execution of the SEPA Direct Debit Order as set forth by the Contract and by law have been met by that time. Failing this, the Bank shall reject such an Order or, if so agreed with the Client in advance and in a written form, the Moment of Effectiveness of the SEPA Direct Debit Order shall not occur before the day on which all the prerequisites are met so that the SEPA Direct Debit Order can be executed.

- 9.5 The SEPA Direct Debit payment that should be credited to the Account of the Client – Creditor shall be executed pursuant a sent SEPA Direct Debit Order. The Bank shall not be held liable for a possible non-execution of the payment that should be made on the basis of the SEPA Direct Debit, if either the debtor's bank or the debtor rejects the SEPA Direct Debit Order or if the Client – Creditor states erroneous data and/or information.

The Client – Creditor shall be entitled to cancel an already sent SEPA Direct Debit Order through the Bank's point of sale, electronic form, or Client Line. The Bank shall not be held liable for a possible non-execution of the cancellation of the SEPA Direct Debit Order by the debtor's bank.

The Client – Creditor shall be entitled to ask the Bank for a Reversal to the debtor of a payment credited on the basis of the SEPA Direct Debit within four (4) Business Days from the moment the funds have been credited to the Client's Account.

- 9.6 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit if it receives from the payer's bank a request for the SEPA Direct Debit Return within the below deadlines:
- In case of the CORE Payment Scheme, within five (5) Business Days from the moment the funds have been credited to the Client's Account,
 - In case of the B2B Payment Scheme, within three (3) Business Days from the moment the funds have been credited to the Client's Account.

- 9.7 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit under the CORE Payment Scheme if it receives from the payer's bank a request for the Refund of an authorised SEPA Direct Debit, even without any given reason, within 8 weeks from the moment the funds have been credited to the Client's Account.

- 9.8 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit under the CORE Payment Scheme if it receives from the payer's (debtor's) bank a request for the Refund of an unauthorised SEPA Direct Debit within 13 months from the moment the funds have been credited to the Client's Account.

- 9.9 The contract under which the Bank provides the Client with the service stated under this Article 9 shall expire unless the Bank receives any SEPA Direct Debit Collection Order within 36 months from the receipt of the last previous SEPA Direct Debit Collection Order.

**Article 10. FX Payment Order Valid within the Bank**

10.1 By this payment Order, the Client shall transfer the funds from his/her/its Account to the credit of a Payee's Account kept with the Bank. The payment Order may be submitted in a written or electronic form.

Moment of Effectiveness of the Payment Order

10.2 The Moment of Effectiveness of the payment Order handed over directly to the staff of the Client's Point of Sale or by post shall fall on the deadlines referred to under Article 4.4 hereof.

Article 11. FX Collection Order Valid within the Bank

11.1 A collection Order is understood as a Client's Order (instruction) to the Bank to transfer funds from an Account belonging to the Client (as a payer) and kept with the Bank to the credit of another Account belonging to the same Client (as a payee) and kept with the Bank, or to the credit of an Account belonging to another Client (as a payee) and kept with the Bank. The collection Order may be submitted in a written or electronic form.

11.2 The Client of the Bank may only submit an Order for a FX collection to the credit of a Client's Current Account and to the debit of Accounts kept with the Bank in a foreign currency. The payer and payee's Accounts must be kept in the same currency.

11.3 If the preconditions of the execution of the Collection Order are not met at the due date of the Collection Order, the execution of the Collection Order shall be repeatedly attempted on 4 successive Business Days under the multiple-round processing, until the preconditions are met. If the preconditions are not met by the aforesaid deadline, these Collection Order shall be rejected on the next succeeding Business Day.

11.4 The Bank shall be entitled to make the acceptance of collection Orders dependent on the entering with the Client-creditor into a Contract for the provision of such a service, and the execution of Client's each collection Order dependent on the fulfilment of the prerequisites set forth in such a Contract.

11.5 The Bank shall check whether funds may be collected from the Account of the Client-payer and whether the agreed-upon terms and conditions for the permission of the direct debit collection have been met so that funds can be collected from the given Account and credited to a payee's account based on a direct debit instruction submitted by the Client-payer.

Moment of Effectiveness of the Collection Order

11.6 The Moment of Effectiveness of a Collection Order submitted by the Client – payee shall occur:

- a) At the date of the required collection (due date) if the Collection Order has been delivered to the Bank at least two (2) Business Days before the required date of payment (due date); otherwise
- b) No later than on the second Business Day from the delivery of the Order to the Bank, if no required date of collection (due date) is stated in the Order or such a date has already occurred.

Article 12. Direct Debit Mandate Valid within the Bank

12.1 A direct debit mandate (i.e., an order authorising a collection from an Account) must contain a Unique Identifier of the entity that is entitled to collect (draw) cashless funds from the Client's Account. At the same time, the Client must set a limit for a single collection and the frequency. Failing this, the Bank shall reject the direct debit mandate. The limit must be pre-set as close as possible to an amount the Client may reasonably expect as a maximum amount of a single collection with regard to all contingent circumstances. The Client shall be entitled to alter the limit for a single collection or the frequency. If the collection should be permitted, the payee's Account and the payer's Account must be kept in the same currency.

12.2 The direct debit mandate may be submitted in a written or electronic form.

12.3 The direct debit mandate is not an Order, i.e., is not a payment order as envisaged in the Payment Services Act². However, the direct debit mandate is an authorisation of payment transactions within the meaning of the aforesaid Act.

12.4 The direct debit mandate (an order concerning its establishing, change, or cancellation) must be delivered to the Bank at least two (2) Business Days before the required date of collection (due date). The Bank shall be entitled to reject a direct debit mandate if delivered later.

Article 13. Standing Order for a FX Payment within the Bank / Automatic Transfer Standing Order

13.1 A standing Order for a FX payment within the Bank shall be executed pursuant to a Client's instruction for repeated payments of a fixed amount of money to the same payee at regular intervals. The Client can only establish a standing order for payments in a foreign currency. The current account to which the payment is credited and the current Account from which it is debited must be kept in the same currency or at least one of them must be denominated in EUR.

13.2 A standing Order relating to an automatic transfer shall be used for transferring variable amounts of money for the following purposes:

- a) Transferring a surplus balance without specifying a fixed date; or at a fixed date; such a transfer can be made to the credit of an Account kept with the Bank or by another bank located in the Slovak Republic;
- b) Maintaining a minimum balance; such a transfer can only be made to the credit of an Account kept with the Bank.

13.3 A standing Order relating to an automatic transfer may be submitted in a written form or in an electronic form.

Moment of Effectiveness of the Standing Order for a FX Payment / Automatic Transfer Standing Order

13.4 The Moment of Effectiveness of each payment made based on a standing payment Order and/or a standing Order relating to an automatic transfer with a fixed date of payment shall fall on the day set out by the Client as the required date of payment (due date). However, if a required date of any payment in any month is not a Business Day, the Moment of Effectiveness shall fall on:

- a) The previous Business Day, if the funds are transferred between two current Accounts; or
- b) The previous Business Day, with the original date of payment (due date), if at least one of the Accounts is not a current Account; or
- c) The first Business Day of the given month, if a due date of any payment falls on first days in the month that are not Business Days;

However, this all provided that any and all prerequisites are met as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account. Failing this, the Bank shall reject the Order.

13.5 The Moment of Effectiveness of each payment made based on all types of standing Orders relating to automatic transfers and not referred to in this Notice shall fall on the day on which all prerequisites are met as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account.

13.6 A standing Order for a FX payment within the Bank and/or standing Order relating to an automatic transfer must be delivered to the Bank at least two (2) Business Days before the required date (due date) of the first payment. If the given standing Order is to be altered or cancelled, the relevant instruction must not be delivered later than one Business Day before the required date of the alteration/cancellation. The Bank shall be entitled to reject a standing payment Order and/or standing Order relating to an automatic transfer if delivered later.

² Act No. 492/2009 Coll., On Payment Services and on Amendment to Certain Acts.

**Article 14. Deadlines for Crediting the Funds under Payments Made within the Bank and SEPA Payments**

- 14.1 If the Client is a payee of funds transferred by a Payment Order, Collection Order, or standing payment order within the Bank, the Bank shall credit these funds to the payee's Account before the end of the day on which the Moment of Effectiveness of the Order has fallen (at the latest).
- 14.2 If the Client is a payee of funds transferred from another bank by payments made under the SEPA system, the Bank shall credit these funds to the Client's Account as soon as they are credited to the Bank's account.
- 14.3 In case of an Order for a payment to be made from the Account to an account kept with another bank within the SEPA Area, the Bank shall ensure that the funds shall be, in accordance with the Order, credited to an account of the payee's bank before the end of the Business Day following the day on which the Moment of Effectiveness of the Order has occurred (at the latest).
- 14.4 However, in case of Priority SEPA Payments, the Bank shall ensure that the funds shall be credited to an account of the payee's bank on the same day on which the Moment of Effectiveness of the Order has occurred.

Article 15. Cashless Cross-Border Payment Transactions

- 15.1 Cross-border transfers are transfers of funds from a country to another country or transfers of funds in a foreign currency between banks located in the Slovak Republic.
- 15.2 The Bank shall execute the cross-border transfers in the following currencies: AUD, EUR, BGN, CAD, CZK, CHF, DKK, GBP, HUF, JPY, NOK, PLN, RON, RUB, SEK, TRY and USD.
- 15.3 If the Client asks the Bank to make a payment in any currency not listed under Article 15.2, the Bank shall agree to make such a payment by accepting the Order. The Bank shall further send to the Client the below information and set the below terms and conditions of the execution of the payment.

The Moment of Effectiveness of the Order shall fall on:

- a) The Business Day set out by the Client as the required date of payment (due date), if the Order states a due date, which has not yet occurred and which falls on a Business Day, provided that the Order has been delivered to the Bank before the required date of payment (due date);
- b) The Business Day on which the Bank has received the Order, if the Order has been delivered to the Bank by 12:00 hrs of the given day and no required date of payment (due date) is stated in the Order or such a date has already occurred;
- c) The Business Day following the date of delivery of the Order to the Bank, if the Order has been delivered to the Bank after 12:00 hrs of the given day and no required date of payment (due date) is stated in the Order or such a date has already occurred; or
- d) The Business Day following the required date of payment (due date) stated in the Order, if the Client set out a future date of payment (due date) that does not fall on a Business day;

However, this all provided that any and all prerequisites are met as set forth by the Contract and by law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject such an Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

The Bank shall convert any currencies not listed in the Notice using a EUR conversion coefficient and an Exchange Rate effective at the Moment of Effectiveness of the Order in accordance with a relevant provision of the General Conditions governing the purchase and sale of foreign exchange.

The Exchange Rates and conversion coefficients are published and communicated to the Client on a given Business Day, before

the Client signs the Order. By signing the Order, the Client agrees with the applied Exchange Rate and conversion coefficient.

Payments Made Abroad – General Provisions

- 15.4 An Order for a payment made abroad shall mean an instruction for a payment in a foreign currency to be made from an Account to a foreign bank, or a payment in a foreign currency to be made to a bank located in the Slovak Republic.
- 15.5 The Client may submit a Cross-Border Payment Order at the Client's Point of Sale.
- 15.6 When submitting a Cross-Border Payment Order, the Client shall be obliged to present to the Bank any and all documents necessary for the execution of the cross-border payment, if it is required by the nature of the transfer or by the staff of the Bank3.
- 15.7 The Moment of Effectiveness of the Order shall fall on:
- a) The Business Day set out by the Client as the required date of payment (due date), if the Order states a due date that is later than the date of the delivery to the Bank of the Order and that falls on a Business Day;
- b) The Business Day on which the Bank has received the Order, if the Order has been delivered to the Bank on the given day by the Order submission deadline as specified under Article 15.9, and no required date of payment (due date) is stated in the Order or such a date has already occurred;
- c) The Business Day following the day on which the Bank has accepted the Order, if the Order has been delivered to the Bank on the given day after the Order submission deadline as specified under Article 15.9, and no required date of payment (due date) is stated in the Order or such a date has already occurred;
- d) The Business Day following the required date of payment (due date) stated in the Order, if the Client has set out a future due date in the Order and it falls on other day than a Business Day;

However, this all provided that any and all prerequisites for the execution of the Order as set forth by the Contract and by law have been met by that time, including availability of liquid funds in the Account. Failing this, the Bank shall reject such an Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

- 15.8 When converting a foreign currency, the Bank shall use the Exchange Rate effective at the Moment of Effectiveness of the Order, except for the cases referred to under Article 15.7(b) hereof, whereby the Bank shall use the Business Day Exchange Rate effective at the time of the delivery to the Bank of the Order.
- 15.9 The table below shows particular times of the required date of payment of the Order applicable to respective modes of processing the payment in different currencies, by which the Order must be submitted to the Bank so that the payment can be made by the deadline stated in the last column ("D" stands for the submission date of the Order and the numeral after the plus sign a number of Business Days).

³ Section 12(2)(2) of Act No. 202/1995 Coll., Foreign Exchange Act, changing and amending the Act of the National Council of the Slovak Republic No. 372/1990 Coll., On Offences, as amended.



Processing of the payment made abroad	Currency	Order submission deadline	Crediting of the payment made abroad to the payee bank's account
STANDARD	AUD, JPY	15:30	D+2
	CAD, BGN, CHF, CZK, DKK, EUR, GBP, HUF, NOK, PLN, RON, RUB, SEK, TRY, USD		D+1
URGENT	HUF, PLN	9:00	D+0
	RUB	10:00	
	CAD, CHF, CZK, DKK, GBP, NOK, SEK	12:00	
	Currencies not listed in Art 15.2	12:00	
	EUR, USD	13:30	
Payments to accounts of clients of Komerční banka, a.s. in the Czech Republic	BGN, CAD, CHF, DKK, GBP, HUF, NOK, PLN, RON, RUB, SEK, TRY	13:00	D+0
	SEPA Payment	14:00	
	CZK, USD	14:30	
	AUD, JPY	15:30	D+2

- 15.10 In case of Transactions outside EEA, the deadlines for the crediting of the funds to an account of a payee's bank shall depend on the manner of processing a transaction by intermediary banks.
- 15.11 If the Client fails to specify in the Order the manner of processing of the payment, it shall be processed in the "Standard" mode.
- 15.12 In case of payment transactions made inside the EEA and payments in EUR made to countries outside the EEA, which are part of the SEPA Area, fees related to the transfer shall be shared by the Client and the payee ("SHA" fees). The Client shall be obliged to designate the Order with the "SHA" charge code, provided that a relevant form or data field make it possible to choose a manner of payment of the fees. If the Client fails to designate the manner of payment of the fees, the given Order shall be processed as if the "SHA" charge code were chosen. In case of the Transactions within EEA executed in currencies other than EEA currencies, the Client hereby acknowledges that the Bank shall charge him/her with a fee as per the Tariff of Fees and, at the same time, the payee's bank and/or intermediary banks may charge the payee with a fee set forth by these banks, or the transferred amount may be reduced by the amount of the aforesaid fees.
- 15.13 If, in case of Transactions outside the EEA, the Client determines that fees related to the transfer should be paid by the payee – beneficiary of the payment ("BEN"), he/she hereby acknowledges that the transferred amount shall be decreased by the Bank's fees and, at the same time, may also be decreased by fees charged by intermediary banks. If the Client determines that fees related to the transfer should be shared by the Client and the payee ("SHA"), he/she hereby acknowledges that the Bank shall charge him/her with a fee as per the Tariff of Fees and, at the same time, the payee's bank and/or intermediary banks may charge the payee with a fee set forth by these banks, or the transferred amount may

be reduced by the aforesaid fees. In case that the Client states the specification "OUR" in the Order, the fees related to the transfer shall be paid by the Client. The Bank cannot guarantee that the payee's bank and/or intermediary banks shall honour the "OUR" type of the fee.

- 15.14 The Bank shall choose, solely at its discretion, a foreign bank that shall process an Order for a payment made abroad, unless agreed upon otherwise with the Client. If the recipient bank fails to settle the payment and sends back to the Bank the amount of the payment less any costs incurred by itself, the Bank shall credit the reduced amount of the payment back to the Client's Account.

Payments from Abroad

- 15.15 An Order for a payment from abroad shall mean an instruction for a payment in a foreign currency or EUR to be made from a foreign bank, or a payment in a foreign currency to be made from another bank located in the Slovak Republic.
- 15.16 Payments from abroad shall be credited to the Client's Account as soon as the Bank receives the funds i.e., if they are credited to its account by 16:00 hrs at the latest, and after the Bank receives from a payee's bank any and all information without which the funds cannot be credited to the Client's Account.
- 15.17 Payments that include a currency conversion shall be credited using the Exchange Rate effective at the date indicated by the payee's bank as the day on which the Bank should receive the funds, specifically, at the moment of the preparation by the Bank of accounting data for the clearance of the payment.
- 15.18 In case of payment transactions made outside the EEA whereby the Bank has to conduct additional investigation or arrangement, the funds shall be credited to the payee's Account as soon as the Bank has completed such investigation or arrangement. The Bank shall use the Exchange Rate effective at the date of crediting the funds.
- 15.19 The Bank shall charge fees as per the Tariff of Fees, in relation to the type of a fee specified in the payment instructions for payment from abroad. If the payment instructions indicates that fees related to the transfer should be paid by the payee – beneficiary of the payment ("BEN") or should be shared by the payer and payee ("SHA"), the Bank shall charge him/her with a fee as per the Tariff of Fees and that, at the same time, the transferred amount may be decreased by the fees charged by the payer's bank and/or intermediary banks. If the payment instructions received by the Bank require that the fees related to the transfer should be paid by the payer ("OUR"), the fees related to the transfer shall be paid by the payer.
- 15.20 If there are any restrictions on payments in the payee's Account, the Bank shall be entitled to set off a fee for the processing of a payment and deduct it from the transferred amount before the amount is credited to the Account.
- 15.21 Pursuant to US law, the data and information related to international payment transactions executed via the SWIFT system may become part of information transmitted by SWIFT (the Society for Worldwide Interbank Financial Telecommunication) to the US Department of the Treasury as part of the Terrorist Finance Tracking Programme.

Standing Orders for Payments to Be Made Abroad

- 15.22 A standing Order for a payment to be made abroad shall be executed pursuant to a Client's instruction for repeated payments of a fixed amount of money to the same payee at regular intervals, in a foreign currency or in EUR from the Account to a foreign bank, or in a foreign currency to a bank located in the Slovak Republic.
- 15.23 A standing Order for a payment to be made abroad must be delivered to the Bank at least two (2) Business Days before the required date of the first payment (due date). The same deadline shall also apply if a standing payment Order is to be cancelled. The Bank shall be entitled to reject a standing payment Order if delivered later.
- 15.24 The Moment of Effectiveness of each payment made pursuant to a standing payment Order shall fall on:



- (i) The day specified by the Client as required date of payment (due date), if that day is a Business Day,
- (ii) The previous Business Day, if the Client set out a date of payment (due date) that does not fall on a Business Day,

However, this all provided that any and all prerequisites are met as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account. If the Moment of Effectiveness does not occur only due to the lacking available funds in the Account, the due date shall be postponed to the next succeeding Business Day. If the conditions set above for a particular payment are not met by such a Business Day, the Bank shall reject to execute the payment.

15.25 The Bank shall be entitled to cancel a standing Order for a payment to be made abroad unless any new standing Order for a payment to be made abroad is processed by the Bank within 18 months from the processing of the last previous standing Order for a payment to be made abroad.

15.26 When converting a foreign currency the Bank shall use the Exchange Rate effective at the Moment of Effectiveness of the Order.

Article 16. Cheques

16.1 A cheque, traveller's cheque or money order (hereinafter in this section the "cheques to be accepted for clearance" referred to jointly as the "cheque") to be accepted for clearance must be presented to the Bank by the cheque beneficiary, along with a form prescribed by the Bank (Collection Order) or with a form or a covering letter approved by the Bank in which the data required by the Bank are stated. A cheque to be accepted for clearance may be presented at any of Bank's points of sale and, if the cheque is to be paid in cash, at a Bank's point of sale that ensures cash payments in the relevant currency.

16.2 By submitting a Collection Order, the owner of the cheque asks the Bank to mediate the collection of the cheque.

16.3 When submitting a cheque to the Bank which should mediate the collection thereof, the holder of the Cheque shall always be obliged to annex to the cheque an enabling endorsement in favour of the Bank with a clause "to be collected" or another clause of a similar legal force.

16.4 Unless the Bank decides to honour the cheque only after it receives the amount of the cheque from the drawee (i.e., the person obliged to pay) or the collecting bank, or unless the Client and the Bank agree otherwise, the Bank shall honour the cheque immediately based on a Collection Order delivered to the Bank and shall credit the funds to the Account, pay them in cash, or transfer them to the Client's account kept with another bank in the following manner:

- (i) On the Business Day specified by the Client as the due date, if the order includes a due date that has not yet occurred and that falls on a Business Day and the order has been delivered to the Bank before the due date;
- (ii) On the Business Day on which the Bank receives the order, if the order has been delivered to the Bank by 13:00 hrs of the given day and no due date is specified in the order or the due date has already occurred;
- (iii) On the Business Day following the day on which the Bank has received the order, if the order has been delivered to the Bank after 13:00 hrs of the given day and no due date is specified in the order or the due date has already occurred;
- (iv) On the Business Day following the due date specified in the order, if the Client has specified a future due date in the order and the due date falls on any other day than a Business Day.

16.5 If the Bank does not honour the cheque immediately; it shall honour it after it receives the payment from the drawee or collecting bank and shall subsequently pay the funds to the Client under the terms and conditions and within the deadlines set forth in the Collection Order, unless the Client and the Bank agree otherwise.

16.6 When converting a foreign currency, the Bank shall use the Exchange Rate effective at the time the order shall be processed by the Bank, with the exception of the paragraph (ii) whereby the Bank shall use Exchange Rate effective at the time the order has been accepted by the Bank.

16.7 If the Client demands that a drawee protest a cheque in case of dishonour of the cheque, he/she must make a formal notice of his/her demand in the instruction for collection of the cheque (Collection Order). In that case, the Client shall be obliged to reimburse the Bank for any costs incurred in association therewith.

Article 17. Definition of Terms and Rules of Interpretation

17.1 Capitalised terms herein shall have the following meanings:

"**Account**" shall mean the Client's current deposit account kept with the Bank.

"**Authorised Individual**" shall be a person listed in the Client's Specimen Signature pertaining to the Account.

"**Bank**" shall mean Komerční banka, a.s., with its registered office at Na Příkopě 33/969, Prague 1, Postal Code: 114 07, IČ (Company ID): 45317054, entered in the Commercial Register maintained by the Municipal Court in Prague in Section B, Insert 1360, acting through a branch company Komerční banka, a.s., pobočka zahraničnej banky with its registered office at Hodžovo námestie 1A, PSČ 811 06, Bratislava, IČO (Company ID): 47 231 564 entered in the Commercial Register maintained by the Municipal Court Bratislava I, Section: Po, Insert 1914/B.

"**Banking Services**" shall mean any banking business, services and products, which the Bank is authorized to provide in accordance with applicable law.

"**BIC**" stands for the Business Identifier Code, which is a bank's SWIFT address that unambiguously identifies a particular bank in a particular country.

"**Business Day**" shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depends, are open and provide the relevant services.

"**B2B**" ("Business to Business") is a Payment Scheme intended for natural persons – businesses and legal persons that use SEPA Direct Debit.

"**CID**" stands for the Creditor Identifier. A code consisting of up to 35 characters, CID serves to unambiguous identification of the SEPA Direct Debit beneficiary. In the Slovak Republic, it has a fixed length of 18 characters and is issued by the National Bank of Slovakia.

"**Client**" shall mean a legal person that uses the Banking Services, or the person requesting a provision of the Banking Services

"**Client's Point of Sale**" shall be the point of sale located in the headquarters of the Bank or another place of business of the Bank, if it is established.

"**Contract**" shall mean the contract for the provision of a Banking Service entered into by the Client and the Bank.

"**CORE**" ("Business to Customer") is a Payment Scheme intended for natural persons – non-business, natural persons –business and legal persons that use SEPA Direct Debit.

"**EEA**" stands for the European Economic Area.

"**Exchange Rate**" or "**Rate**" shall mean an exchange rate published by the Bank.

"**IBAN**" stands for the International Bank Account Number that makes it possible for the Bank to unambiguously identify an account number, bank and payee's or payer's country.

"**Moment of Effectiveness**" shall mean the moment at which an Order is accepted as envisaged by the Payments Act, determined in accordance with this Notice and the Contract, at which all prerequisites shall be met as set forth by the Contract or by Law for the acceptance of the crediting

or the debiting of funds from an Account, i.e., the moment at which the Bank shall (or should) receive or debit the funds.

“**Notices**” shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Conditions or relevant Product Terms and Conditions. The following documents, without limitation to them, are not Notices: the Notice on Interest Rates, and Bank’s exchange rate list.

“**Order**” shall be a payment order, i.e., an instruction in which the Client asks the Bank to execute a payment transaction.

“**Payment Scheme**” shall be a unified set of rules, procedures and standards/ instructions agreed upon by providers of Payment Services and applicable to payment transactions executed in the European Union and its member states. It is independent of any infrastructure and/or payment system that provides for its operation.

“**Payment Services**” shall be Banking Services falling within the scope of payment services as envisaged by the Payment Services Act (e.g., transfers from payment Accounts, issuing of payment instruments).

“**Payment Services Contract**” shall mean any Contract (irrespective of its specific title) for the provision of Payment Services, e.g., a contract for opening and maintaining a current Account or contract for the issue and use of a payment card).

“**Product Terms and Conditions**” shall mean Bank’s terms and conditions regulating the provision of separate Banking Services.

“**Proxy**” shall mean a natural or legal person authorised by the Client by power of attorney to represent the Client in relation to the Bank within the scope stipulated by the power of attorney, or authorised to represent the Client under provisions of law or a court decision.

“**SEPA Area**” consists of member countries of the EEA and territories that have voluntarily acceded to the SEPA rules. An updated list of all countries that apply the SEPA rules is available at the official website of the European Payments Council: www.europeanpaymentscouncil.eu.

“**SEPA Direct Debit Order**” shall have the meaning defined under Article 8 hereof. The terms “creditor” and “debtor” are herein used within the meaning “payee” and “payer”.

“**SEPA Reachable Bank**” is a bank that is a participant in the SEPA Payment Schemes with respect to payments and collections.

“**Specimen Signature**” is a model signature of an Authorised Individual serving for the purposes of his/her identification while handling the funds in the Account, filing an application for the provision of a Banking Service, or taking other agreed-upon steps in association with a Banking Service. The Specimen Signature must have all particulars of a power of attorney.

“**Tariff of Fees**” shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

“**Transactions outside EEA**” shall mean payment transactions made from or to a country that is not a member of the European Economic Area.

“**Transactions within EEA**” shall mean payment transactions made from or to a country that is a member of the European Economic Area (EEA).

“**UMR**” stands for the Unique Mandate Reference, i.e. a unique mandate identification code applicable to SEPA Direct Debit, which consists of up to 35 characters and is assigned by a SEPA Direct Debit creditor.

“**Unique Identifier**” shall mean a banking link expressed by IBAN (or, as the case may be, an account number in the basic form) and /or by BIC, or another identification of the payee’s bank, or by an account number in the basic form and bank code for payments made within the Bank.

Unless the context suggests otherwise, the following rules shall apply to the interpretation of this Notice and the Contract:

- a) The term “bank” shall include any and all providers of payment services as envisaged in the Payment Services Act;
- b) A “required date of payment” or “due date” shall mean the date specified by the Client in an Order as the day of deducting the funds from an Account or withdrawing cash;
- c) “Clearance” or “settlement” of Orders shall mean crediting/debiting of funds to/from an account;

- d) The “Contract” shall mean the Contract itself including any and all constituent parts thereof, in particular the General Conditions, this Notice, potential Product Terms and Conditions, other Notices and the Tariff of Fees;
- e) A “payment transaction inside the EEA” shall mean any transaction whereby the payer and payee’s accounts are kept in a member state of the European Union or in a member country of the European Economic Area (EEA);
- f) A “payment transaction” shall mean depositing of funds into an Account or withdrawal of funds from an Account, or a cashless transfer of funds to or from an Account;
- g) An “order” shall mean the “Order” or another instruction given by the Client to the Bank;
- h) Terms, conditions and prerequisites of the execution of an Order shall include, above all, all particulars of an Order as specified under Article VII of the General Conditions or relevant Product Terms and Conditions, payer’s consent to a payment transaction pursuant to Article XII of the General Conditions and fulfilment of the terms and conditions set forth in this Notice and relevant Product Terms and Conditions.

Article 18. Transitory Provisions

- 18.1 Not provisions are specified.

Article 19. Final Provisions

- 19.1 This Notice shall repeal and replace the Notice on the Payment Transaction effective as of 01 March 2021.
- 19.2 This Notice comes into effect as at 01 November 2021.