

Business Terms & Conditions for the Loro Account

I. Introductory Provisions

- 1.1 365.bank, a. s., Dvořákovo nábrežie 4, 811 02 Bratislava, Business ID: 313 408 90, registered in the Commercial Register maintained by the District Court in Bratislava I, section: Sa, file No.: 501/B issues these Business Terms & Conditions for the Loro Account (hereinafter "**BT&C**"), which together with the Loro Account Agreement (hereinafter "**the Account Agreement**") define the conditions of opening and maintaining of Loro Account for Correspondent Bank. BT&C are an integral part of the Account Agreement, while the provisions of the Account Agreement take precedence over the provisions of the BT&C.
- 1.2 The subject matter of these BT&C is the modification of the conditions for the execution of payment transactions between the Bank and the Correspondent Banks as payment service providers, their agents or branches on their own account. For these reasons, these BT&C are not subject to the legal regulation of Act No. 492/2009 Coll. on Payment Services and on Amendments and Supplements to Certain Acts, as amended (hereinafter to as the "**ZoPS**").

II. Definitions of Terms

Account Owner – the Correspondent Bank, in whose business name the Loro Account is opened and maintained. The Account Owner may not be the Correspondent Bank which physically does not exist in the state of its licence – a "shell bank" and/or which is based in a country listed in the current list of the FATF international organization as a non-cooperating country or territory .

Active Operations – operations executed on the Loro Account that deal with Loro Account funds.

Authentication Data – an unique combination of characters, the most frequently digits, letters, or combinations thereof, by which the Bank considers that the Client is using IB Service; the Client confirms the access to IB Service by entering it. In the case of IB Service, this is the User ID and Internet Banking Password.

Authorization Data - an unique combination of characters, the most frequently digits, letters, or combinations thereof, by which the Client confirms the Payment Operation; for the purpose of these BT&C, the Authorization Data is also understood to be the act required to execute the Payment Operation, if its execution expresses consent to the execution of the Payment Operation.

Authorized Person – an individual authorized by the Account Owner to act on behalf of the Correspondent Bank.

Bank - 365.bank, a. s., Dvořákovo nábrežie 4, 811 02 Bratislava, Business ID: 31340890, registered in the Commercial Register maintained by the District Court in Bratislava I, section: Sa, file No.: 501/B, which carries on business and provides services under a bank license granted on 14 December 1992 by a decision of the State Bank of Czechoslovakia, a bank license granted by the decision of the National Bank of Slovakia No. UBD – 1723/1996, in connection with the decisions No. UBD-1512/2000, No. UBD-1157/2002, No. UBD-402/2005, No. OPK-3746/2-2008, No. ODB-7355-3/2012 and No. ODT-2503/2014-1 and which, as a payment service provider, establishes and maintains payment accounts for its clients.

Banking Day – day on which Banking Transactions are executed or settled. Banking Days usually exclude Saturdays, Sundays, public holidays and non-working days and such day that the Bank declares a non-business day due to particularly serious operational reasons. The Bank will Publish such decision.

Banking Transaction – the conclusion, change or cessation of a contract between the Bank and the Correspondent Bank and any transactions, including the disposal of deposits.

Bank Secrecy – all information and documents on matters relating to the Account Owner that are not publicly accessible, in particular information on trades, account balances and deposit balances.

CBDDQ (Wolfsberg Group Correspondent Banking Due Diligence Questionnaire) – a form developed on the principle KYC (Know Your Customer), resp. KYCC (Know Your Client's Clients), by its filling the bank fulfils the legislative requirement according to ZoAML.

Client – the Correspondent Bank that requested the conclusion of the Account Agreement, even if the Account Agreement is not finally concluded, and/or the representative of that person and the person with whom the contractual relationship was terminated or with which the Bank executed the transaction. The Account Owner and the Disposer are also considered to be the Client.

Civil Code – Act No. 40/1964 Coll. Civil Code as amended.

Claim – a complaint of the Correspondent Bank, by which it disputes the correctness and/or quality of the Bank services provided in connection with the Loro Account or specific deficiencies of the services provided by the Bank or banking activities performed by the Bank.

Commercial Code – Act No. 513/1991 Coll. Commercial Code as amended

Correspondent Bank – a bank or a branch of a foreign bank that has entered into the Account Agreement with the Bank pursuant to these BT&C and in which trade name is established and maintained the Loro Account under the Account Agreement; The Correspondent Bank with its registered office in the territory of the Slovak Republic is referred to as resident and with its registered office outside the territory of the Slovak Republic as non-resident.

CRS – the main part of the OECD standard for the automatic exchange of information in the field of taxation, the so-called Common Reporting Standard

Cut-off time – the time specified by the Bank for submitting an Order after which it is not possible to submit an Order with the same value date.

Debit Limit – debit balance on the Loro account permitted by the Bank, which bears interest at debit interest rate.

Disposer – a person different from the Account Owner, who is registered in the Bank's records as a person authorized to dispose of the Loro Account and funds through the IB Service, whereas the Disposer may only be an adult natural person with full legal capacity.

Eurogiro – service for the execution of Payment Operations abroad and from abroad through the international electronic network EUROGIRO NETWORK A/S provided for these GT&C to Correspondent Banks that are members of EUROGIRO NETWORK A/S and with which the Bank has concluded a cooperation agreement.

Eurogiro Message – an electronic message realized by EUROGIRO NETWORK A/S.

FATCA – Foreign Account Tax Compliance Act – applicable United States tax code

FC (Foreign Currency) – other than the local currency in which the Bank opens and maintains the Loro Account for the Correspondent Bank as the Account Owner.

IB Service – Internet Banking service through which Active Operations and/or Passive Operations with the Loro Account can be performed via Internet, as specified in the Annex no. 4 creating an integral part of these BT&C.

IB Service Specification – special document "Scope and Specification of IB Services", which forms Annex no. 4 of these BT&C.

Internet Website – the Bank's official website www.365.bank.

Identity Document – a) in the case of a national of the Slovak Republic, a valid identity card or a valid travel document with a photograph (passport, diplomatic passport, service passport); b) in the case of a national of an EU Member State, a valid photo ID or valid travel document (passport, diplomatic passport, service passport); c) in the case of a national of a country other than an EU Member State, a valid travel document (passport, diplomatic passport, service passport) issued by the country of which he or she is a national. In the case of a person with a temporary or permanent residence permit in the territory of the Slovak Republic or with a residence permit that contains a photograph of the person, this person is obliged to submit this document together with the travel document.

IOOU – comprehensive information on the processing of personal data of clients and Disposers by the Bank. The Information on Personal Data Protection, available on the Bank's website, which contains comprehensive information on the processing and protection of personal data of the persons concerned.

Loro Account – a current account opened and maintained by the Bank for the Correspondent Bank under the Account Agreement. The Loro account can be opened and maintained for resident and non-resident Correspondent Banks, in local currency or in FC. If the term "Loro Account" is used, it also means the Loro account in FC unless otherwise stated in these BT&C.

Notice on Interest Rates for Loro Accounts – a document containing information on the amount of credit, debit and penalty interest rates on the Loro Account, which forms Annex no. 3 of these BT&C and is an integral part thereof.

Order – a payment order as an unconditional and unambiguous instruction to execute the Payment Operation given to the Bank. In particular, a payment order, a multiple payment order, a standing payment order, a direct debit order, a cross-border order given to the Bank, unless otherwise stated.

Passive Operations - operations executed on the Loro Account that do not deal with Loro Account funds.

Payment Operation – payment operation, i.e. the deposit of funds, the withdrawal of funds or the transfer of funds carried out according to the order of the payer or on his behalf or according to the order of the payee carried out in the context of payment services.

Point of Sale – the Bank's branch Riverpark.

Politically Exposed Person – a natural person who is in a significant public office within the meaning of ZoAML.

Regulation – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Related Agreement – a custody transaction agreement, a bank slip processing agreement, a Master Card transaction settlement agreement, or other special agreement under which the service to the Loro Account is provided or linked to the Loro Account by its existence.

Required Minimum Balance – minimum amount of funds in the Loro Account stated in the Account Agreement below which the Loro Account balance may not fall during the term of the Account Agreement on the basis of which the relevant account is maintained.

RMA Authorization (Relationship Management Application Authorization) – SWIFT service restricting unwanted operation under so-called authorizations. Authorizations are issued and approved by the Bank or the counterparty. The Bank uses this service for the authentication of so-called „encrypted“ messages in the SWIFTNet FIN service.

Schedule of Fees – a document stating the fees concerning products and services provided with business account, which forms Annex no. 2 of these BT&C. The Schedule of Fees shall apply to Loro Accounts solely in the case of resident Correspondent Banks and charges apply for the services not listed in the Schedule of Fees TC (Terms and Conditions).

Schedule of Fees TC (Terms and Conditions) – a document stating the fees for services associated with maintaining the Loro Account, the execution of Payment Operations, special fees for Correspondent Bank services and Cut-off times, which forms Annex no. 1 of these BT&C.

Signature Specimen – a document or file containing specimen signatures of the Account Owner and Authorized Persons.

Subaccount – a technical account that is tied to the Loro Account.

SWIFT Message – electronic message realized by the network SWIFT (Society for World-wide Interbank Financial Telecommunication) which effectuates messages transfers among its members as an immediate electronic process.

ZoAML – Act No. 297/2008 Coll. on protection against the legalization of proceeds from crime and on the protection against terrorist financing and amending certain laws.

ZoB – Act No. 483/2001 Coll. on Banks and amending certain laws.

ZoAVI – Act No. 359/2015 Coll. on the automatic exchange of information on financial accounts for the purposes of tax administration and on the amendment of certain laws.

III. Identification and the Conduct of the Correspondent Bank and the Identification Obligations

- 3.1 The Correspondent Bank – Resident acts through a statutory body in a manner what determines the extract from the Commercial Register and the Articles of Association, or, where appropriate, the Authorized Persons act for it. The Correspondent Bank – Non-resident acts through a statutory body in a manner which determines the extract from the relevant register in the state which has granted such correspondent Bank an authorization to conduct banking activity (bank license), or, where appropriate, the Authorized Persons act for it
- 3.2 If a representative acts for the Correspondent Bank, either by law or by virtue of a power of attorney, the Bank verifies the identity of the representative and the representative submits to the Bank a document evidencing the authorization to represent the Correspondent Bank.
- 3.3 Where a power of attorney is issued outside the territory of the Slovak Republic, a person authorized to perform certification of signatures in the country where the power of attorney has been issued shall confirm validity of a signature on the power of attorney. For the usability and acceptability of the power of attorney thus issued, the Bank may request its verification under the law of the Slovak Republic and/or international conventions binding on the Slovak Republic.
- 3.4 The bank is entitled to judge the trustworthiness and sufficiency of the submitted documents at its sole discretion.
- 3.5 The Bank is entitled to investigate, verify and inspect Correspondent Bank identification for each Banking Transaction and to demonstrate the identity of the persons authorized to act on behalf of the Correspondent Bank. The Correspondent Bank is obliged to comply with such request of the Bank. The Bank is permitted to refuse execution of the Banking Transaction with retention of the anonymity of the persons acting on behalf of the Correspondent Bank.
- 3.6 A person authorized to act on behalf of the Correspondent Bank shall prove to the Bank identity by a valid identity document. When performing a Banking Transaction through technical facilities, the identity of the person acting on behalf of the Correspondent Bank shall be identified by a unique Authentication Data which the Bank shall assign to the Disposer.
- 3.7 The identity document is considered to be: a) in the case of a national of the Slovak Republic: a citizen's card, a travel document (passport, diplomatic passport, service passport); b) in the case of a national of an EU Member State: a photo identification document or a travel document (passport, diplomatic passport, service passport); c) in the case of a national of another state: the travel document (passport, diplomatic passport, service passport) issued by the country concerned. If the Authorized Person has a temporary or permanent residence permit in the territory of the Slovak Republic or a residence document containing a photograph, he/she is also obliged to present this document together with the travel document. The Bank is entitled to require from persons authorized to act on behalf of the Correspondent Bank a subsidiary identity document submitted to it by a person authorized to act on behalf of the Correspondent Bank and to keep this photocopy as part of the Correspondent Bank documentation.
- 3.8 The Account Owner is entitled to amend, revoke or limit the number of Authorized Persons or the extent of the power of attorney at any time. The power of attorney, its amendment, revocation or restriction takes effect on the banking day following the date of receipt of the Signature Specimen or other written document by the Bank. The Signature Specimen is valid until the delivery of revocation by the Correspondent Bank to the Bank, notwithstanding any change in circumstances constituting the basis of the Signature Specimen.
- 3.9 The Account Owner undertakes to notify promptly any change in the data submitted to the Bank upon opening the Loro Account by submitting documents proving such change. These changes become effective and binding on the Bank on the business day following the date of delivery of the relevant notice to the Bank.

IV. Opening and Maintaining of Loro Account

- 4.1 The Bank opens the Loro Account under the Account Agreement after submitting by the Correspondent Bank:

- a) original or a certified copy of the extract from the Commercial Register, or an extract from a relevant register in the state which has granted such Correspondent Bank an authorization to conduct banking activity (banking license), not older than 3 months;
 - b) original or a certified copy of the license to conduct banking activities (banking license) granted by the relevant central bank, or by other competent authority of the country where the Correspondent Bank is based;
 - c) Signature Specimen (it is not necessary to submit the Signature Specimen in the case of confirming the validity of signatures by a binding "encrypted" SWIFT message);
 - d) shareholders structure and information about Ultimate Beneficial Owners;
 - e) the Correspondent Bank - Non-resident is also required to submit the completed CBDDQ;
 - f) identification and declaration of the Ultimate Beneficial Owner of the Correspondent Bank, including information whether the Ultimate Beneficial Owner is the Politically Exposed Person or a sanctioned person.
- 4.2** The Bank is entitled to accept only documents of the Correspondent Banks issued or officially translated in accordance with applicable law in English, Czech or Slovak language. If, in accordance with applicable laws and international treaties binding for the Slovak Republic, a higher authentication (superlegalisation) is required, the Bank is entitled to require that such documents are officially certified and superlegalized or bear the "Apostille" in accordance with the Hague Convention on abolishing the requirement of authentication of foreign public documents.
- 4.3** The Correspondent Bank can be the owner of several Loro Accounts.
- 4.4** The Account Agreement shall enter into force on the date of its signing by the contracting parties and effective as of the date of settlement of the first deposit on the Loro Account. The Account Owner undertakes to make the first deposit to the Loro Account within 1 year from the conclusion of the Account Agreement. The Bank is authorized to terminate the Account Agreement in case of no deposit of the first deposit within the time limit pursuant to this point.
- 4.5** The Bank shall decide about opening of the Loro Account without undue delay.
- 4.6** The Bank shall open a Subaccount to the Loro Account upon the Account Owner's request. Each Subaccount set up for the Loro Account is part of the Loro Account. The Subaccount is identified in the Loro Account by the Subaccount prefix. The Subaccount shall be credited with funds from the executed Payment Transactions by the Correspondent Bank's clients in favour of the Loro Account.
- 4.7** There is no legal right to conclude the Account Agreement and to open the Loro Account and the Subaccount. In the event that the Bank refuses to conclude the Account Agreement, the Correspondent Bank will be notified accordingly.
- 4.8** The Bank shall refuse to enter into the Account Agreement if the Correspondent Bank is stated on the sanction list according to the Bank's internal policy.

V. Disposition of Funds in the Loro Account and Conditions for Executing of the Payments

- 5.1** The Account Owner, Authorized Persons to the extent arising from the power of attorney and Disposers by the way determined by the Account Owner are authorized to dispose of the funds in the Loro Account. The Account Owner may authorize an unlimited number of Disposers to one Loro Account.
- 5.2** In order to enable disposition of the Loro Account via the IB Service, the Account Owner or the Disposer is obliged to activate the IB Service without undue delay after receiving of Authentication Data and thus making the first login to the IB Service and make the necessary change of the initial access passwords and choose own IB Service access password.
- 5.3** The funds in the Loro Account may only be disposed of by cashless form.
- 5.4** The Account Owner is required to maintain a balance in the Loro Account at least in the amount sufficient for the settlement of outstanding obligations against the Bank under these BT&C, the Account Agreement, as well as other agreements concluded between The Bank and the Correspondent Bank.
- 5.5** The Loro Account may only be disposed of up to the amount of free funds in the Loro Account, including the permitted Debit Limit, providing it is set up in the Loro Account. The Disposal of the Loro Account may also be restricted in cases where the Bank is obliged to limit the disposal of the Loro Account pursuant to generally binding legal regulations.
- 5.6** The Bank is authorized to establish a Debit Limit in the Loro Account at the request of the Account Owner. The Account Owner has no legal entitlement to the assignment of a Debit Limit; the Bank decides on its establishment, limit amount and debit interest rates.
- 5.7** Unauthorized overdraft:
If the Account Owner overdraws funds over the amount of free funds, including the permitted Debit Limit, provided it is set up in the Loro Account, an unauthorized debit balance is generated in the Loro Account and the Bank will inform the Account Owner together with a request to pay the amount of the unauthorized debit balance within the period specified by the Bank in the relevant message. The Bank is entitled to block the Loro Account, respectively is entitled to suspend the processing of cashless payments from the Loro Account. The Bank is entitled to charge a fee and to interest the amount of the unauthorized debit balance with the penalty debit interest rate according to the Notice on Interest Rates for Loro Accounts. In the event of non-settlement of the amount of the unauthorized debit balance and its accessories within the period specified by The Bank in the message according to the first sentence, the Bank shall send a request to settle this payment within an additional period, indicating the Bank's ability to withdraw from the Account Agreement in the event of failure to settle the relevant amount. If the Account Owner fails to pay the amount of the unauthorized debit balance and its accessories within the additional period

specified in the message, the Bank shall have the right to terminate the Account Agreement on the day following the last day of that period and to recover the claim in ways that are in accordance with the applicable law, unless otherwise agreed by the contractual parties. If the Account Owner pays the amount of unauthorized debit balance and its accessories within the specified time period, at the latest until the effective date of withdrawal from the Account Agreement, the Bank shall unblock the Loro Account and continue to maintain it for the Account Owner.

- 5.8** The Loro Account can be disposed of by means of payment, respectively by using of the services set up for the Loro Account. It is possible to dispose of it through the IB Service, while specific methods are specified in the IB Service Specification.
- 5.9** Disposal with the Loro Account is conditioned:
- in disposition at the Point of Sale – by submitting a written Order and signing by the Authorized Person;
 - in the case of disposing via the IB Service – by entering the Authentication Data through which the entry to the IB Service is realized and subsequently entering the Authorization Data through which the Disposer authorizes the Payment Operation.
- 5.10** The Bank will execute non-cash transfers of funds in the Loro Account on the basis of payment orders of the Account Owner which the Bank has received:
- in person at the Bank's Point of Sale; or
 - via the IB Service; or
 - via the clearing house; or
 - via an encrypted SWIFT message labelled in accordance with the current rules published by the S.W.I.F.T. company; or
 - via an encrypted Eurogiro message labelled in accordance with the current rules published by the Eurogiro NETWORK A/S company as amended.
- 5.11** The Client is responsible for the completeness, correctness and veracity of the data provided in the Order, particularly of such data that would cause erroneous direction of the transfer.
- 5.12** By entering the necessary Authentication Data and/or Authorization Data the Payment Operation of the Correspondent Bank is deemed to be authorized. By entering the Authorization Data the Payment Operation is deemed accepted by the Bank and is binding on the Correspondent Bank.
- 5.13** The Account Owner acknowledges that failure to provide the required identification data or contact details when signing the Account Agreement, as well as failure to notify any changes thereto, may result in the inability to execute the Payment Operation if it is an information that the Bank must have in order to execute the relevant Payment Operation.
- 5.14** The Bank shall process received Orders within the time limits specified in the Terms and Conditions. Before submitting the Order, the Correspondent Bank shall verify the compliance between the submitted and displayed Order within used method of submitting the Order, and in the event of their inconsistency, it shall terminate the submission of the Orders and notify the Bank without delay. The Bank shall not be liable for the deadlines and method of processing of the Payment Operation in other banks, unless a special regulation provides otherwise.
- 5.15** The Account Owner authorizes the Bank to debit his Loro Account with:
- the amounts of the Payment Operations he has made or has given his consent to execute;
 - the amount of the fees associated with the Payment Operations executed on the Loro Account;
 - the amount of all costs and damages incurred by the Bank as a result of non-compliance with the conditions of using of the services provided.
- 5.16** Based on the Account Owner's Order, the Bank shall execute the following Payment Operations or other operations on the Loro Account:
- cashless payments from/to abroad, mainly cross-border payments, documentary collections including promissory notes, documentary L/C, bank guarantees;
 - domestic cashless transfer of funds;
 - interbank payment transactions;
 - treasury transactions based on standard interbank market conditions and settlement of custody transactions;
 - other operations mutually agreed between the Account Owner and the Bank.
- 5.17** When executing the Payment Operation, the Bank will debit the funds from the Loro Account on a value date specified in the Order. If value date on the Order is identical to the date of its delivery to the Bank, the Bank will debit the funds from the Loro Account on value date of the Order if the Account Owner delivered it within the Cut-off time. For an Order with value date that is the same as the day of its delivery to the Bank, if it is delivered after the time specified in the Cut-off time, the Bank will debit the funds from the Loro Account on the next Banking Day.
- 5.18** The Bank is entitled to set exceptional conditions for the delivery and execution of instructions before the end of the calendar year. The Bank shall notify the Account Owner of such exceptional conditions in writing.
- 5.19** Payment Operations in foreign currency are executed by the Bank in accordance with the Foreign Exchange Act, other generally binding regulations in the foreign exchange area and generally binding regulations governing payment transactions. The Account Owner acknowledges and undertakes to fulfill the obligations imposed on it by the Foreign Exchange Act and the relevant legislation.
- 5.20** The Account Owner acknowledges that if the Cross-border transfer Order from abroad is not completed completely and in the usual manner in banking practice, the Bank will allow the Account Owner to dispose of these funds only after the details have

been specified by the payer, while the Bank is not responsible for any delay and damage incurred to the Account Owner or a third party.

VI. IB Service

- 6.1 The Account Owner acknowledges that the IB Service is provided by the third parties and that its using depends on the technical assumptions of the Account Owner / the Disposers (e.g. Internet access, etc.). The Bank is not responsible for any damages that have occurred for reasons on the side of these third parties.
- 6.2 The Bank shall setup the IB Service to the Disposers according to the Account Agreement. The IB Service can also be set up after concluding of the Account Agreement. The Account Owner specifies the scope of the Disposers' authorizations to dispose of funds through the IB Service.
- 6.3 The Bank shall deliver to the Account Owner or the Disposers the access rights to the IB Service via mail to the correspondent address of the Account Owner, or the Bank shall send the access password to the IB Service via SMS and the access name to the contact email of the Account Owner / the Disposers.
- 6.4 The Bank is entitled to block immediately the IB Service for reasons related to the security of the service as well as if there is reasonable suspicion of unauthorized or fraudulent use of the service. The Bank shall inform the Account Owner about blocking / unblocking of the IB Service without undue delay.
- 6.5 The Bank shall inform the Account Owner in a safe manner of suspicion of fraud, fraud or security threat.
- 6.6 By signing the Account Agreement, the Correspondent Bank accepts the offered level of security of the IB Service. The Account Owner has the possibility to define an individual level of security based on an agreement with the Bank, only in cases determined by the Bank
- 6.7 Only the Account Owner can request:
 - a) issuing of new Authentication Data personally;
 - b) unblocking of the IB Service.
- 6.8 The Bank may request the Account Owner to change the Authentication Data to the IB Service. In case the Account Owner does not comply with this request, the Account Owner is responsible for any damages.
- 6.9 The Account Owner is required to protect the Authentication Data from being disclosed, misused, stolen and lost. Breach of this obligation is considered to be gross negligence and the Account Owner bears full responsibility for the damage associated with it.
- 6.10 In the event of suspected misuse, loss, theft, misuse or unauthorized use of the Authentication Data, the Account Owner shall promptly notify the Bank and request to block the IB Service.
- 6.11 The Account Owner is fully responsible for damages caused to the Account Owner by unauthorized manipulation of the IB Service and/or the Authentication Data. The Bank is not responsible for the misuse of the Authentication Data used to access the IB Service on publicly available computers and other unknown unauthorized accesses. All sent and received data are encrypted with the 128-bit SSL protocol during the transmission.
- 6.12 Security of the IB Service is certified by a certificate issued by the international certification authority, which is accessible on the initial Internet Banking site. The principles of security and proper using of the IB Service are listed on the login site of the IB Service and the Bank is entitled to change them with effect from the date of publication.
- 6.13 If the Disposer enters the incorrect Authentication Data to the IB Service three times, the access to the IB Service is automatically blocked for 30 minutes, after which the Disposer can re-enter the Authentication Data again three times.
- 6.14 There is no legal right to establish the IB Service.

VII. Account Statements

- 7.1 The Bank shall provide the Account Owner with information about all transactions and balance in the Loro Account in the form of account statement in a contractually agreed periodicity and by contractually agreed manner.
- 7.2 In the event that the Bank is asked by the Correspondent Bank or the Correspondent Bank's auditor to prepare a report for audit purposes, the Bank shall prepare such report and send it in accordance with the Correspondent Bank's instructions while is entitled to charge a fee under the Terms and Conditions.
- 7.3 The Account Owner may request to receive credit and debit advices after crediting/debiting the Loro Account in the Account Agreement or additionally by a SWIFT message.

VIII. Interests on funds in the Loro Account

- 8.1 Interest rates set out in the document Notice on Interest Rates to Loro Accounts are applied to the Loro Account balances. Interest rates can also be set individually. The Bank is entitled to change unilaterally the interest rates. The Bank shall notify the Account Owner about current interest rates and their changes in writing.
- 8.2 Credit interest rate is applied to credit balances on the Loro Account. The credit interest rate is variable and is determined on the basis of developments on the interbank money markets and is specified in the Notice on Interest Rates for Loro Accounts,

or is set individually by the Bank. The accrual of interests begins as of the date of crediting funds to the Loro Account and ends as of the date preceding the withdrawal of funds from the Loro Account or transfer of funds from the Loro Account.

- 8.3 Credit interest is subject to withholding tax under generally binding legal regulations. The Bank pays the tax to the relevant tax office in respect of the taxation of credit interest credited to the Loro Account.
- 8.4 The debit balances on the Loro Account bear interest at the debit interest rate pursuant to the Account Agreement, respectively pursuant to the Notice on Interest Rates for Loro Accounts. Unauthorized debit balances bear interest at the penalty interest rate set for the relevant currency in accordance with the Notice on Interest Rates for Loro Accounts.
- 8.5 Capitalization of interests, i.e. the settlement of credit and debit interests on the Loro Account is performed by the Bank on the last day of the month.
- 8.6 The Account Owner - Non-resident is required to submit to the Bank evidence certifying the circumstances affecting the determination of the income tax rate on its Loro Account (certificate of tax domicile). Failure to meet this requirement, in the event that the Bank pays the wrong amount of tax to the tax authority and the tax authority orders the payment of tax arrears and tax penalty for the underpaid levy, entitles the Bank to satisfy such claims from the Loro Account maintained by the Bank.

IX. Fees

- 9.1 The Bank charges the Loro Account fees for opening and maintaining of the Loro Account, performing of Active Operations and/or Passive Operations, using the Services provided by the Bank in connection with the Loro Account, in accordance with the Schedule of Fees or Terms and Conditions, according to the Account Agreement.
- 9.2 Fees for Loro Account statements, credit advices and debit advices are charged at the end of the relevant calendar month, or according to the contractually agreed periodicity. Other fees are payable on the day on which the charged action is performed.
- 9.3 The Bank is entitled to debit claims payable to the Bank corresponding to the fees from the Loro Account of the Correspondent Bank or to set them off against any receivables of the Correspondent Bank from the Bank without prior notice.

X. Terminating of the Account Agreement and Closing of the Loro Account

- 10.1 The Account Agreement may terminate in the following ways:
 - a) upon request of the Account Owner to close the Loro Account under the conditions set out in the point 10.2 of this Article;
 - b) at the end of the period of notice referred to in the point 10.4 of this Article upon written notice of the Account Agreement by the Bank;
 - c) by written agreement of the Bank and The Account Owner on the date specified in this agreement;
 - d) withdrawal from the Account Agreement by the Bank with immediate effect in the event of a material breach of the Account Agreement by the Account Owner for the reasons specified in the point 10.6. of this Article;
 - e) immediate termination of the Account Agreement by the Account Owner pursuant to the point 10.7. of this Article.
- 10.2 The Account Owner is entitled to request the Bank to close the Loro Account at any time after the settlement of all obligations to the Bank arising from the Account Agreement and Related Agreements by a written request or request sent by encrypted SWIFT message/ Eurogiro message. The Account Owner must at the same time instruct the Bank how the Bank shall process the balance in the Loro Account which is supposed to be terminated. The effects of the termination of the Account Agreement arise only after the termination of the last Related Agreement and the settlement of all obligations related to the Account Agreement and Related Agreements.
- 10.3 The Bank shall close the Loro Account no later than on the third Banking Day following the delivery of the Account Owner's request to the Bank and, if any other Related Agreements have been concluded with the Loro Account, the Account Agreement shall terminate upon termination of the last Related Agreement. Interest on the Loro Account shall be calculated to the day preceding the day of its cancellation, interest tax and fees are deducted according to the Schedule of Fees, resp. Terms and Conditions. The Bank shall dispose of the remaining amount in the manner specified by the Account Owner.
- 10.4 The Bank is authorized to terminate the Account Agreement by written notice at any time without providing the reason. The notice period of termination given by the Bank is one month and begins on the first day of the calendar month following the month in which notice is delivered to the Account Owner.
- 10.5 The Bank shall cancel the IB Service within 5 working days of the effective date of the change of the account agreement under which they were established.
- 10.6 The Bank is authorized to terminate the Account Agreement with immediate effect, in the following cases:
 - a) the Account Owner has overdrawn the Loro Account funds without the Bank's consent and the outstanding debit balance has not been settled within the specified time limit;
 - b) the Account Owner provided the Bank with false information or documents on its economic situation during the term of the Account Agreement or failed to provide assistance pursuant to point 16.8 of these BT&C, even at the Bank's repeated request;
 - c) the Account Owner has repeatedly violated the provisions of the Account Agreement or the BT&C;
 - d) the information provided by the Account Owner to the Bank has proved to be incomplete and/or incorrect and/or otherwise misleading;

- e) if the Bank refuses to open the Loro Account in the cases specified in these BT&C;
 - f) there occur reasons for which the Bank would refuse to enter into the Account Agreement during the term of the Account Agreement;
 - g) the Bank shall reasonably suspect that the Account Owner's actions are in contrary to and/or circumvent the laws or are not in accordance with good morals and/or the principles of fair trade;
 - h) The Account Owner or Disposer misuses the provided services to the Loro Account for acts contrary to generally binding legal regulations or good morals;
 - i) the Account Owner or the Disposer shall not provide the Bank with all information necessary for the performance of the Bank's obligations under ZoAML.
- 10.7** The Bank shall be entitled to withdraw from the Account Agreement if there is suspicion that the Account Owner's funds:
- a) are intended to commit a criminal offense, come from criminal offense or from participating in a criminal offense;
 - b) are originated or are intended to be used for money laundering or are intended to finance terrorism.
- 10.8** The facts set out in items 10.6 and 10.7 of this Article are considered for the purpose of withdrawal as a material breach of the Account Agreement. The Bank's notice of cancellation of the Loro Account is also considered a withdrawal from the Account Agreement.
- 10.9** The Bank shall notify the Account Owner of the Loro Account closing and the date of closing as well as the method of processing the balance in the Loro Account.

XI. Claims of the Client

- 11.1** The Client shall be entitled to object the accuracy and quality of the Services provided by the Bank through the Claim. The Client is entitled to file the Claim to the Bank:
- a) electronically by e-mail to the Bank's contact person;
 - b) through the SWIFT or Eurogiro message.
- 11.2** In the case of a Payment Service Claim relating to an unauthorized or erroneously executed Payment Operation, The Account Owner is obliged to file the Claim without undue delay from the date of finding out the facts concerning the Claim, but not later than thirteen (13) months after debiting or crediting funds from or to the Loro Account.
- 10.3** The Bank shall be liable only for damages caused by it. In the event that the Bank is obliged to compensate the Account Owner for damage, the Bank shall not be obliged to pay for lost profit

XII. Communication and the Language of Communication

- 12.1** The Account Agreement is concluded in the case of resident Correspondent Banks in the Slovak language, and in the case of non-resident Correspondent Banks in the English language. In the case of Correspondent Banks having their registered office in the Czech Republic, the Account Agreement may be concluded in the Slovak language (by mutual agreement). An exception is Schedule of Fees TC, which is issued in English only.
- 12.2** Communication between the Bank and the Account Owner shall be in Slovak, Czech or English languages.
- 12.3** The communication between the Bank and the Account Owner is carried out in the following ways:
- by email to the contractually agreed email addresses;
 - by telephone to the contractually agreed contacts of the Bank's contact persons and the Account Owner;
 - by SWIFT message, Eurogiro message;
 - by written form (post, respectively courier service).
- 12.4** Binding documents, messages or information must be sent by encrypted SWIFT, resp. Eurogiro message or by post, resp. courier service.
- 12.5** In the case of communication by SWIFT messages, the Bank and the Account Owner will mutually enable the transmission and reception of "encrypted" messages, i.e. they shall grant two-way RMA Authorization. The exchange of relevant keys is effected also in the event of Eurogiro message communication.
- 12.6** The Bank delivers information and documents (correspondence) to the Client a) by post, b) by courier service, c) by means of long-distance communication. During delivering, the Bank keeps the following principles:
- sends the correspondence to the address of the registered office/place of business or the correspondent address of the Account Owner stated in the Account Agreement, resp. to the address later notified by the Client, by email to the contractually agreed email addresses,
 - paper correspondence is sent only to the address of the Client's registered office/place of business within the Slovak Republic, while sending abroad is possible only on the basis of an application approved by the Bank,
 - if the Bank determines the anticipated date of delivery of correspondence based on these BT&C, this anticipated day may change if it becomes apparent that there was no objective possibility of taking over the consignment on that anticipated day.
- 12.7** Delivery by post – is effected by post and is governed by the relevant postal conditions effective at the time the correspondence is sent. Correspondence can be sent:

- i. with acknowledgement of receipt – the consignment is delivered on the day of its receipt; if the receipt of correspondence is refused, the day of refusal shall be deemed to be the date of delivery. If the correspondence is returned to the Bank due to its non-receipt, the day of its delivery to the Bank shall be considered to be the day of delivery.
 - ii. without acknowledgement of receipt – the day of delivery shall be deemed to be the day following the expiry of the maximum period for delivery of the consignment in accordance with the postal conditions of the post, provide that the consignment is delivered to the mailbox. If the correspondence is returned to the Bank due to its undeliverability, the day of its delivery to the Bank shall be deemed to be the day of its return only if the Bank has sent the shipment to the address last notified to it.
- 12.8** Delivery by courier service – is effected through a courier company selected by the Bank and is governed by the relevant shipping conditions effective at the time of sending the correspondence.
- 12.9** Delivery by means of long-distance communication – is carried out via electronic channels, in particular by e-mail, SWIFT Message or Eurogiro Message. In such case, the consignment shall be deemed delivered on the day following dispatch, unless the earlier delivery date is proven or confirmed by the Client with i. Eurogiro-message.

XIII. Decisive Right

- 13.1** Legal relations arising from the Account Agreement shall be governed by the legal order of the Slovak Republic, in matters not regulated by the Account Agreement in particular by the Civil Code. Disputes concerning the rights and obligations arising from the Account Agreement shall be decided by the substantive and local competent court in the Slovak Republic in accordance with legal regulations.

XIV. Protection Against Money Laundering and FATCA/CRS

- 14.1** The Bank shall be entitled to require the Account Owner to identify in writing the ultimate beneficial owner and to request the submission of documents and information for verifying the identification of ultimate beneficial owner and ascertaining its ownership and management structure. The ultimate beneficial owner is the person who fulfils the features listed on ZoAML. The Account Owner declares that it is aware that in case of not cooperating, the Bank may refuse or terminate the contractual relationship.
- 14.2** The Account Owner is obliged to notify the Bank in writing at the time of the conclusion as well as during the term of the contractual relationship of any facts that would cause any Authorized Person / Disposer to be considered as Politically Exposed Person. If the Account Owner fails to notify the Bank of the facts under this clause, the Bank shall treat the Authorized Persons / Disposers as not Politically Exposed Persons. In the event that any Authorized Person / Disposer is a Politically Exposed Person, the Account Owner undertakes to state on the special form of the Bank the purpose and planned nature of the business relationship.
- 14.3** The Bank is entitled not to execute a payment order that is associated with the risk of money laundering or terrorist financing or with the existence of suspicion that the beneficiary is subject to international sanctions, resp. is a person on the list of sanctioned entities.
- 14.4** The Bank is entitled not to process payments from abroad, to refuse a payment from the Correspondent Bank listed on the list of countries suspected from supporting of terrorism, or via the bank and its branches/subsidiaries also outside this territory in case the registration of parent bank is in a country listed in the list of terrorism supporting countries.
- 14.5** By signing the Account Agreement, the Account Owner declares that the Client is not a U.S. tax domicile. If, during the contractual relationship with the Account Owner, the Account Owner becomes a person domiciled in the USA, the Account Owner is obliged to inform the Bank of this fact in writing within 30 calendar days from the moment it became a person domiciled in the USA. At the request of the Bank, the Account Owner is obliged to submit to the Bank the documents and information necessary to fulfil the Bank's obligations on the basis of an agreement concluded between the Slovak Republic and the USA in connection with improving compliance with international tax laws and implementing the FATCA.
- 14.6** For the purposes of fulfilling the Bank's obligations in connection with tax laws and to ensure the exchange of tax information arising mainly from ZoAVI, FATCA and CRS, the Account Owner is obliged to provide immediately information of which state is a tax resident and is obliged to submit documents proving this reality. If the account Owner fails to fulfil the obligation under the previous sentence, The Bank is entitled to terminate the Account Agreement.

XV. Banking Secrecy and Protection of Personal Data

- 15.1** In accordance with generally binding legal regulations, the Bank undertakes to maintain confidentiality of all information covered by the Bank Secrecy, to protect such information against disclosure, misuse, damage, destruction, loss or theft, even after termination of the contractual relationship with the Account Owner. In accordance with § 91 ZoB, information protected by bank secrecy may be provided to third parties without consent of the Account Owner.
- 15.2** In accordance with the Regulation, ZoAML, ZoB and other legal regulations, the Bank is authorized to process personal data of the Authorized Persons and Disposers of the Account Owner without their consent to the extent of name, surname,

permanent resident address, temporary resident address, social security number, date of birth, nationality, type and number of Identity Document, telephone number, e-mail, documents and data demonstrating compliance with the conditions for entering into or conducting a trade, to obtain by copying, scanning or otherwise recording personal data from the relevant identity documents, as well as to make a video recording with camera system or an audio recording in the premises of the Bank, ATMs and exchange machines, etc., in particular, but not exclusively for the following purposes:

- a) identification, verification and control of the identification of the Authorized Persons and the Disposers;
- b) preparation, conclusion and execution of transactions with the Account Owner;
- c) protection and enforcement of the Bank's rights against the Account Owner;
- d) documenting the Bank's activities and supervising the Bank;
- e) fulfilment of the Bank's tasks and obligations pursuant to ZoB or special legal regulations;
- f) crime detection, detecting and tracking their offenders;
- g) detecting illicit financial operations;
- h) protection against money laundering and terrorist financing;
- i) other purposes deriving from generally binding legislation.

- 15.3 The Bank processes the personal data of the Authorized Persons and the Disposers for the entire duration of the contractual relationship and after its termination until the arrangement of all mutual rights and obligations between the Bank and the Account Owner, including the archiving time stipulated by generally binding legal regulations.
- 15.4 The Bank records telephone conversations conducted through the Infoline or other contact centers and archives the recordings after they have been made, notifying the Authorized Persons and Disposers in advance. The Bank also records and archives the Video Call and conversations conducted with Authorized Persons and Disposers via chat.
- 15.5 The Bank cooperates with the entities it has appointed as intermediaries to process the personal data of the Authorized Persons and the Disposers on the basis of a written contract. Intermediaries process personal data on behalf of the Bank, which takes care of their professional, technical, organizational and personnel competence and the ability to guarantee the security of personal data. The Bank publishes an up-to-date list of intermediaries and recipients of personal data on its Internet Website. The Bank shall notify the Account Owner of the intermediaries authorized by the Bank to process personal data only after its collection by publishing them in this list.
- 15.6 The Account Owner is responsible for the correctness, completeness and timeliness of provided personal data of Authorized Persons and Disposers.
- 15.7 If the Account Owner provides the Bank with personal data of another natural person in accordance with the Regulation or the ZoOU, the Owner also declares that he has a legitimate legal basis on the basis of which he is entitled to provide personal data of this natural person for processing to the Bank. At the request of the Bank, the Account Owner is obliged to prove this legal basis. In the event that another natural person expresses disagreement with the provision of his personal data to the Bank by the account Owner, the account Owner further undertakes to comply with such request of another natural person and will no longer provide his personal data to the Bank.
- 15.8 The Bank publishes further information on the protection and processing of personal data on its Internet Website, in particular through the IOOU document. The Bank recommends that the Account Owner be thoroughly acquainted with this information on the processing of personal data..

XVI. Specific Rights and Obligations

- 16.1 The Bank is authorized to make payments from the Loro Account without the order or the consent of the Account Owner in the case of settlement of interests payable on debit balances, fees and refunds, cancellations, erroneous settlements or other cases laid down by the law, in preference before other payments. This applies even if insufficient funds are available in the Loro Account and charging the Loro Account will result in authorized / unauthorized debit balance in the Loro Account.
- 16.2 The Correspondent Bank shall authorize the Bank for direct debit from the Loro Account in the case of any claim that the Bank records against the Account Owner. For the avoidance of any doubt, the collection of the receivable, resp. any part of it, within the meaning of this clause, constitutes the Bank's authorization, not its obligation.
- 16.3 The Bank shall be entitled at any time to set off any of its receivables from the Correspondent Bank against any receivable of the Correspondent Bank from the Bank in the order specified by the Bank, regardless of whether it is a future or current, contingent or unconditional receivable, a receivable that is not due at the time of set-off or is statute-barred, and a claim that cannot be asserted in court or other proceedings, regardless of whether or not the Bank has claimed its claim against the Correspondent Bank. The Bank's notice of offsetting shall be deemed to be set-off, for example by delivering a statement showing the day and extent of the set-off.
- 16.4 The Bank is entitled to set off also receivables denominated in various currencies, even of these currencies are not freely convertible, at the rate determined by the Bank in the usual manner.
- 16.5 By signing the Account Agreement, the Correspondent Bank agrees that Section 361 of the Commercial Code does not apply to any contractual relationship concluded between the Bank and the Correspondent Bank.
- 16.6 The Correspondent Bank and the Bank agree that if the Bank incurs out-of-court recovery costs for a claim against the Correspondent Bank, the Bank shall be entitled to include these costs in the total amount of the claimed claim and the Correspondent Bank undertakes to pay these costs.

- 16.7 The Correspondent Bank and the Bank have agreed that the Bank may at any time assign any of its receivables and/or transfer its rights and obligations to the Correspondent Bank to a third party, without prejudice to the Bank's obligations under ZoB.
- 16.8 In justified cases, the Bank shall be entitled to require the Account Owner to provide additional information and/or submit documents on changes in its economic situation that may affect the proper performance of its obligations under the Account Agreement. The Account Owner is obliged to cooperate without undue delay, taking into account the nature of the information/documents requested.

XVII. Final Provisions

- 17.1 The Bank shall be entitled to unilaterally amend these BT&C including individual annexes. The Bank shall notify the Correspondent Bank of any such change at least 15 calendar days before the effective date of such change. Each change of the BT&C is also published on the Internet Website. If the Correspondent Bank does not agree with a change in the BT&C pursuant to this point, it may terminate the Account Agreement free of charge and with immediate effect, by written notice delivered to the Bank not later than one Banking Day prior to the effective date of such change. Providing the Correspondent Bank does not terminate the Account Agreement within stipulated period, the legal relations of the Bank and the Correspondent Bank shall be governed by the amendment provisions of the BT&C from the date of their entry into force.
- 17.2 The Account Owner is responsible for the accuracy, completeness and timeliness of all data which the Account Owner, or any Authorized Person/Disposer provides to the Bank. The Account Owner undertakes to notify the Bank without delay of any change in the data submitted when the Loro Account was set up, of the change of tax residence and to submit the relevant documents providing such change.
- 17.3 The Account Owner agrees that the Bank, in the event of any communication foreseen by contractual relations, shall make such communication, including reminders, notices, information, Loro Account statements, except for the form prescribed by these BT&C, to all related communication addresses, especially electronic addresses, mobile telephone numbers, via the Internet or other channels allowing secure transmission of data, text, voice and picture messages; the Account Owner is responsible for providing the correct identification of such electronic channels [e-mail address, mobile phone number, etc.].
- 17.4 BT&C are available on the Bank's Internet Website together with the following annexes:
- Annex no. 1: Schedule of Fees TC (Terms and Conditions)
 - Annex no. 2: Schedule of Fees
 - Annex no. 3: Notice on Interest Rates for Loro Accounts
 - Annex no. 4: Scope and Specification of IB Service.
- 17.5 The scope of these BT&C or their parts may be excluded only by a written agreement of the Bank and the Correspondent Bank.
- 17.6 These Business Terms & Conditions come into force on 1st April 2020 and into effect on 15th April 2020.
- 17.7 These BT&C will replace Business Terms and Conditions for the Loro Account effective from August 1, 2011.