

GENERAL TERMS AND CONDITIONS OF CONDUCTING TRANSACTIONS WITH THE CORPORATE VISA PAYMENT CARD

I) Definitions

Individual terms specified in these General Terms and Conditions of Conducting Transactions with the Corporate Visa Payment Card (hereinafter referred to as: the General Terms and Conditions) shall have the following meaning:

- (1) **The Issuer** of General Terms and Conditions shall be UniCredit Banka Slovenija d.d., Šmartinska 140, 1000 Ljubljana, Slovenia, Swift designation BACXS122, info@unicreditgroup.si, registered with the District Court of Ljubljana, commercial register number 1/10521/00, registration number 5446546 (hereinafter referred to as: the Bank). The Bank appears on the list of banks and savings banks, which have been granted a permit by the Bank of Slovenia to perform payment services. It is also published on the website of the Bank of Slovenia;
- (2) **Member State** shall be a member state of the European Union or a signatory party of the EEA Agreement (the Official Gazette of the Republic of Slovenia No. 1 dated January 3 1994, page 3);
- (3) **Non-Member State** shall mean a country that is not a Member State under item 2 of this paragraph;
- (4) **The User** shall be an Independent Professional Occupation, an Entrepreneur or a Legal Entity, who is represented by a statutory representative or an authorized person, and who uses payment services as the Payer, the Recipient of payment or both and who concludes the Agreement with the Bank;
- (5) **Independent Professional Occupation** shall be a private individual, who is not an Entrepreneur and who is conducting a certain independent activity such as a notary, doctor, lawyer, farmer and similar as his prime occupation;
- (6) **Entrepreneur** shall be a private individual, who is conducting a certain gainful activity on the market within the framework of an organized company;
- (7) **Card holder** shall be a person authorized by the User to use the Card. The Card has been issued in the name of the User and the Card holder;
- (8) **Recipient of payment** shall be a private individual or a legal entity, who is the Recipient of funds, which are the subject of a Payment transaction;
- (9) **Payment transaction** shall be an act of purchase or withdrawal of funds ordered by the Card holder;
- (10) **Direct debit** shall be a Payment transaction of settling liabilities incurred in respect of use of an individual Card towards the Recipient of payment by an indirect debit of the User's transaction account;
- (11) **Cash overdraft limit** shall be an authorized daily amount for cash withdrawal on an ATM;
- (12) **Exchange reference rate** shall be an exchange rate, which is offered by the Visa International card system and which serves as a basis for the calculation of currency exchange;
- (13) **Permanent Data Carrier** shall be each instrument, which enables the User saving of data addressed to him in person, so that they are available for later use for as long as necessary for the purposes of the data, and which enables unmodified viewing of saved data, such as paper form of a message or electronic form of a message in the PDF form;
- (14) **Monthly statement** shall be a written communication used by the Bank to notify the User and the Card holder about conducted Payment transactions;
- (15) **Automated teller machine** (hereinafter referred to as: the ATM) shall be a device intended to provision of payment services such as withdrawal and deposit of cash and payment of invoices;

- (16) **Point of sale** shall be a point, where purchase of goods or services is made (e.g. EFT POS terminal, Internet sales, catalogue sales, telesales);
- (17) **EFT POS terminal** shall be an electronic reader, which is placed at a Point of sale and which manages electronic data transfer between the Point of Sale, process centers and the Bank when payment with a payment card is made;
- (18) **Personal password** (hereinafter referred to as: the PIN) shall serve for verification of conducted Payment transactions with cards on Points of sale or ATMs;
- (19) **Consent to implementation of a Payment transaction** shall mean a correctly keyed PIN or a signature of the Card holder, and a correctly keyed security code in case of purchases made via the Internet;
- (20) **Security code** shall be a three-digit number, which is inscribed on a signature tape at the back of a card (the CVV code) and which is used in cases of purchases made via the Internet point of sale, which does not support 3-D Secure service and in cases of purchases made via telesales or catalogue sales;
- (21) **3-D Secure** shall be a service which provides greater security for purchase via the Internet point of sale with password Verified by Visa. The service is regulated in General Terms and Conditions of 3-D Secure service, which are published on the Bank's website;
- (22) **Skimming** shall be a process of copying a Card and use of its duplicate without the knowledge or the Consent of the Card holder;
- (23) **Card blockage** shall be an act of prohibiting further use of the Card;
- (24) **ZPLASS** shall be the abbreviation used by these General Terms and Conditions to refer to the Payment Services and Systems Act (the Official Gazette of the Republic of Slovenia No. 58 dated July 27 2009).

II) In General

- (1) By means of these General Terms and Conditions, the Bank shall define terms for concluding and terminating the Agreement on Conducting Transactions with the Corporate Visa Payment Card (hereinafter referred to as: the Agreement), remunerations and costs, methods and time-limits related to notifying of the User and the Card holder of the corporate Visa payment card (hereinafter referred to as: the Card), responsibilities of the Bank, the User and the Card holder, complaints and validity of these General Terms and Conditions.

III) Protection of Personal Data and Classified Information

- (1) The Bank shall protect as confidential data all data, facts and circumstances concerning an individual User and Card holder it disposes of. The Bank shall protect all personal data concerning an individual Card holder in accordance with law governing protection of personal data. The Bank shall forward the data only to the User or the Card holder, to third parties for purposes of execution of its obligations in respect of implementation of the Card holder's transactions conducted with the Card, and, in compliance with the law, to competent authorities upon their written request.
- (2) The User and the Card holder shall agree to the acquired pieces of information being used, saved, included in databases and computerized for the needs of the Bank's operations and the implementation of its legal and contractual obligations. The Bank may transfer the data to third persons, i.e. its parent or subsidiary companies within the frame work of the UniCredit Group and process centers for the purpose of implementation of statutory provisions, unification and optimal implementation of banking and other financial services, as well as for the purpose of other mutual contractual relationship, which also includes exports of the data outside of the Republic of Slovenia in case headquarters of the parent or subsidiary company are outside of the Republic of Slovenia.

IV) Card Issue

- (1) Contractual relationship between the Bank and the User and the Card holder shall begin with the conclusion of the Agreement. Prior to that, the Bank shall present the User with its General Terms and Conditions.
- (2) The Bank may issue Cards for Holders the User has named in his application for the issue of the Card if these Holders meet the following requirements and conditions:
 - They have a bank account with the Bank,
 - They submit a complete application for the issue of the Card,
 - They submit a complete application for granting a provisional monthly overdraft limit for conducting transactions with cards and
 - Their registered office is in the Republic of Slovenia.
- (3) The Card holder shall receive his Card and the PIN code separately to the User's address, which is stated in the application for the issue of the Card.
- (4) The Bank shall decide upon the issue of the Card in accordance with its business policy.
- (5) If the Card holder conducts his transactions in accordance with the Agreement and the General Terms and Conditions, the Bank shall issue the User or the Card holder a new Card prior to expiration of the old one and without a renewed application for the issue of the Card. The Bank shall send the Card to the last known address of the User, which the Bank has in its register.

V) Use and Characteristics of the Card

Characteristics of the Card are as follows:

- (1) It is a payment card with deferred payment in case of which the entire amount of incurred obligations is settled by means of a Direct debit of the User's transactions account once a month.
- (2) The day of settling obligations shall be the 8th calendar day of each month or the first following business day if the eighth calendar day of a month is a public holiday.
- (3) The Card holder may use the Card to pay for goods and services on Points of sale and to withdraw money on ATMs, which are marked by a Visa sign, in Slovenia and abroad within the framework of the authorized monthly overdraft limit on the Card and the cash overdraft limit. Card enables ATM withdrawal in amount of maximum 350 euro daily (cash limit).
- (4) To conduct his transactions with the Card, the User shall be granted a provisional monthly overdraft limit for conducting transactions with cards, which is granted for unlimited duration or up to the termination of the Agreement and the Card holder shall be granted a provisional monthly overdraft limit on his Card, which is granted for a period of validity of the Card or up to the expiration of entitlement of his use of the Card.
- (5) In case when Card holder defines more Users, the User can exceed own monthly overdraft limit and by that intervene in monthly overdraft of other User, but not more than in amount of provisional monthly overdraft limit for conducting transactions with Cards.
- (6) The Card shall be equipped with a security microchip and an inscription of the name and the surname of the User and the Card holder.
- (7) The Card shall be valid up to the last day of a month and year, which are stated on the Card.
- (8) The Card holder shall key his PIN code when purchasing goods or paying for services at a Point of sale if the latter is supported by microchip technology. Otherwise the Card holder shall sign the purchase receipt (hereinafter referred to as: the Receipt). The signature on the Receipt shall be the same as the signature on the Card. The Card holder shall keep a copy of the Receipt for his personal register.
- (9) When paying for goods and services via catalogue or telesales, the Card holder shall make his payment with his Card by transmitting his Card data to the Point of Sale (the number of the Card, its validity and

security code) and the same when paying for goods and services via the Internet Point of sale, which website does not include standard 3-D Secure or is not marked by "verified by Visa" code. By transmitting his Card data to a Point of sale the Card holder shall guarantee that the transaction amount is correct and that he shall settle it in accordance with the Agreement and the General terms and Conditions.

- (10) When paying for goods and services from the previous item the Bank shall enable to the Card holder, who acquires a right for the use of "security SMS Message" service, receiving of SMS messages on a selected mobile phone number.
- (11) After the Card holder gives his Consent for the implementation of a Payment transaction, it shall be impossible for him to cancel it. Cancellation of the transaction shall only be possible in case of express agreement between the Card holder and the Point of sale.
- (12) The Card holder shall not use the Card for illicit purposes including purchases of goods and services prohibited by the Slovenian legislation.

Measures, which the Card holder shall ensure when using the Card:

- (1) The User and the Card holder shall use the Card in accordance with the Agreement and these General Terms and Conditions.
- (2) The Card is non-transferable and shall be used only by the Card holder.
- (3) The Card holder shall not hand the Card over to another person or deliberately alienate it in any other way and thus enable unauthorized use of the Card.
- (4) Immediately upon receiving the Card, the Card holder shall protect its security elements, namely:
 - He shall be obliged to memorize the PIN and destroy the notification containing it immediately after reading it,
 - He shall not reveal his PIN to any other person, keep it together with his Card and put it down on the Card,
 - The PIN code shall not be made available to the third person upon creation of a loss event,
 - He shall sign the Card upon receiving it since an unsigned Card is invalid and he shall be liable for any damage.
- (5) If the User finds his already cancelled Card, he may not use it. He shall notify the Bank about it, destroy the Card and return it to the Bank.
- (6) The User shall return the Card to the Bank upon cancellation of authorization, closure of his transaction account or the Card holder's death. If the User does not return the Card holder's Card, he shall be liable for all consequences, which may occur due to the use of the Card after the authorization has been cancelled.
- (7) The Card holder shall allow for his Card to be taken away of his field of sight at a Point of sale on his own responsibility. The Bank shall not be held responsible for any Card abuse at a Point of sale.

Restrictions in the use of the Card:

- (1) In accordance with its business policy and at any time, the Bank may reduce or cancel the provisional overdraft limit for conducting transactions with cards and, if necessary, also the monthly overdraft limit on the Card of each Card holder without the Consent of the User or the Card holder.
- (2) In accordance with its business policy and at any time, the Bank may block an individual Card without the Consent of the User or the Card holder.
- (3) The Bank shall notify the User in writing about the reduction or cancellation of his provisional monthly overdraft limit for conducting transactions with cards, about cancellation of the provisional monthly overdraft limit on an individual Card holder's Card or about the Blockage of his Card, except in cases when this is contrary to applicable legislation. The User shall be obliged to notify all Card holders about the Blockage of the Card and reduction or cancellation of the overdraft limit. It shall be considered that the Card is blocked and that the overdraft limit is reduced or cancelled on the day the notification about the change is sent to the User to his last known

address, which the Bank has in its register. In case the User does not agree with the above stated change, the Agreement ceases to be valid with all the consequences in accordance with these General Terms and Conditions and the Agreement.

VI) Notifications

- (1) The User shall be obliged to notify the Bank in written form about every change of his place of residence, phone number, employment, address, where he receives his mail, and other data, which may affect the decision on further use of the Card immediately or at least within 5 days after the occurrence of the change. The Bank shall not be responsible for the damage incurred due to non-compliance with obligations with regard to informing the Bank about modifications.
- (2) The User shall be notified about conducted Payment transactions made by his Card by means of a monthly statement. It shall be considered that the notification is handed correctly when it is sent by mail to the last known address of the User, which the Bank has in its register.
- (3) If the User or the Card holder does not receive his monthly statement within 8 days after the day of Direct debit of his transaction account, he shall notify the Bank about it immediately.
- (4) If the User or the Card holder finds an irregularity on the received monthly statement, he shall notify the Bank about it within 8 days of the day of Direct debit of his transaction account.
- (5) The Bank shall notify the User about any modifications made to the General Terms and Conditions, Decision on Payment Tariffs for Transactions with Retail, Small Enterprises, Individual Entrepreneurs and Persons with Independent Professional Occupation, Decision on Payment Tariffs for Transactions with Legal Entities or Decision Setting Interest Rates of the Bank referring to the General Rules and Conditions in accordance with the General Terms and Conditions.

VII) Remunerations, Interest Rates and Exchange Rates

- (1) Prior to concluding the Agreement, the Bank shall provide the User all information on remunerations, interest rates and exchange rates.
- (2) The User shall be obliged to settle his liabilities incurred by his use of the Card in due time and in accordance with these Terms and Conditions.
- (3) In case of outstanding liabilities, for which there is no cover on his transaction account, the User shall authorize the Bank to make the payment without his Consent chargeable to any credit balance the company has at the Bank.
- (4) The Bank shall charge the User remunerations and interest for his transactions with the Card under the applicable Decision on Payment Tariffs for Transactions with Retail, Small Enterprises, Individual Entrepreneurs and Persons with Independent Professional Occupation, Decision on Payment Tariffs for Transactions with Legal Entities and Decision Setting Interest Rates of the Bank. It shall charge the User's relevant account for them.
- (5) The User shall settle all his obligations incurred by his use of the Card in Slovenia and abroad in Euros. Obligations incurred by the use of the Card in countries, where Euro is not legal tender, shall be calculated from the local currency to USD and then to Euro under the exchange rate of the Visa International system.
- (6) The User shall pay remuneration for each withdrawal of money on an ATM or in a Bank under the applicable Decision on Payment Tariffs for Transactions with Retail, Small Enterprises, Individual Entrepreneurs and Persons With Independent Professional Occupation or the Decision on Payment Tariffs for Transactions with Legal Entities.
- (7) The Bank shall have the right to block or seize the Card in case of any outstanding liabilities and the User shall be held responsible under rules of law of obligations. The Card may be sized at a Point of sale on the basis of the Bank's notification.

VIII) Responsibility of the User and the Card holder

- (1) The Card holder shall immediately and without any delay report loss, theft or risk of abuse of the Card to the Bank or to the 24-hour telephone number + 386 (1) 583 41 83. Also, theft, risk of theft or abuse shall be reported at police station. The Bank shall block the Card on the day it receives the Card holder's notification. The Card holder shall immediately confirm in writing loss, theft or risk of abuse of the Card in any of the Bank's business units.
- (2) Due to consequences of loss, theft or abuse of the Card, the User shall bear responsibility for the incurred damage up to the moment of notification.
- (3) The Card holder shall be liable to save Receipts of Payment transactions made by the Card. Upon receiving his monthly statement, the Card holder shall review compliance between conducted Payment transactions on the monthly statement and the saved Receipts of Payment transactions made by the Card.
- (4) The User shall be obliged to monitor the provisional monthly overdraft limit for conducting transactions with cards agreed by the Agreement and shall not exceed it.

IX) Responsibility of the Bank

- (1) In case of unauthorized and incorrectly conducted transactions and in case the User or the Card holder notifies the Bank about an unauthorized or incorrectly conducted transaction, the Bank shall ensure the User a correction of the Payment transaction within 8 days of the day his transaction account has been charged if the User or the Card Holder have done their business in accordance with these General Terms and Conditions.
- (2) The Bank shall not be responsible for a delay in the transfer of information about a Payment transaction from the Point of Sale. In case of a late Payment transaction, the Bank shall charge the Holder's Card on the day it receives information about the Payment transaction.
- (3) The Bank shall not be responsible for any damage incurred to the User or the Card holder if a Point of Sale, another provider of payment services or an ATM does not enable operations with the Card. The Bank shall not be responsible for any damage incurred to the User or the Card holder if a Point of Sale, another provider of payment services or an ATM does not enable implementation of a Payment transaction.
- (4) The Bank shall not be responsible for the quality of goods and services the Card holder pays for with his Card. Any disputes between the Card holder and a Point of Sale shall not influence the obligation of the User or the Card holder incurred by the use of Card.
- (5) The Bank may require from the User recovery of all costs incurred due to his failure to conform to the Agreement or General Terms and Conditions.

X) Expiration of Entitlement to Use the Card

- (1) The Agreement shall expire upon expiry of time for which it has been concluded or in accordance with these General Terms and Conditions.
- (2) The User may terminate his Agreement in writing, with immediate effect, at any time and with the agreement of the Bank. The User may unilaterally terminate the Agreement in writing at any time by giving 60 days' notice.
- (3) The Bank may terminate the Agreement of unlimited duration by giving 15 days' notice. The Bank shall notify the User about the termination of the Agreement in a clear and comprehensive way on a permanent data carrier. It shall be considered that the notification is handed correctly when it is sent by mail to the last known address of the User, which the Bank has in its register.
- (4) In case the User or the Card holder infringes provisions of these General Terms and Conditions, the Bank may terminate contractual relationship without notice and block the Card.

- (5) The Card is owned by the Bank therefore the User or the Card holder shall be obliged to return it to the Bank immediately upon its call or upon expiration of the Agreement.
- (6) The use of an invalid Card shall not be allowed.
- (7) In case of termination of the Agreement, the User shall be obliged to fully settle all his liabilities incurred by his use of the Card up to the day of termination of the Agreement.

XI) Amicable Settlement of Disputes

- (1) The User and the Bank shall resolve any disputes, disagreements or complaints with regard to supplying of services consensually in accordance with these General Terms and Conditions.
- (2) The User may deliver his complaint relating to a performed service of the Bank in person, or he may send it by post to the address of the Bank or via the Bank's website. The Bank shall render a decision on the complaint within the time-limit of maximum 30 days after it has collected entire documentation. The Bank shall send its decision on the complaint in written form to the address of the User.
- (3) At any time, the User shall have the right to bring an action to resolve the dispute between him and the Bank to court of competent jurisdiction.
- (4) Court of proper jurisdiction shall have jurisdiction to solve all prospective disputes, which may arise pursuant to these General Terms and Conditions and which the User and the Bank may not be able to solve consensually.

XII) Preliminary and Final Provisions

- (1) If the Bank modifies these General Terms and Conditions, it shall notify the User about it in writing via post or by a notice via electronic banking system if the User conducts his business operations via electronic banking systems. Modifications and applicable General Terms and Conditions shall be available to the User in all the Bank's business units and on its website.
- (2) If the User does not agree with modifications, which have been made to General Terms and Conditions, he may terminate his Agreement, which has been concluded on the basis of these General Terms and Conditions, with 15 days' notice. The User shall submit his termination of the Agreement to the Bank in writing not later than within 15 days of release of modified General Terms and Conditions. If the User does not notify the Bank about his disagreement with modifications within this time-limit, it shall be considered that he agrees with modifications. In case the User rejects suggested modifications in writing, but does not terminate his Agreement, it shall be considered that the Bank has terminated the Agreement with 15 days' notice, which starts to run on the day a written notification about the modification has been sent.
- (3) Applicable General Terms and Conditions shall be published on the Bank's website and in all its business units.
- (4) These General Terms and Conditions shall form a constituent part of the Agreement on Conducting Transactions with the Corporate Visa Payment Card concluded between the Bank and the User. By signing this Agreement, the User shall confirm that he has been presented with these Terms and Conditions beforehand, that he entirely agrees to them and that he has presented them to all his Card holders.
- (5) Upon entry into force of these General Terms and Conditions, General Terms and Conditions of Conducting Transaction with the Corporate Visa Payment Card shall cease to be in force. For agreements concluded on the basis of previous General Terms and Conditions, these General Terms and Conditions shall apply as from January 19 2016.
- (6) It shall be considered for provisions of the Agreement, which have been applied by the Bank and the User to settle matters relating to conducting transactions with the Card until enactment of these

General Terms and Conditions and which are contrary to ZPlaSS, that they have been substituted with provisions of the ZPlaSS.

- (7) The Bank, the User and the Card holder shall agree to mutually recognize validity of electronic messages in court.
- (8) The User shall have the right to require a copy of his Agreement and the General Terms and Conditions in paper form or other permanent data carrier at any time.
- (9) The law of the Republic of Slovenia shall apply for provision of services in accordance with these General Terms and Conditions and for their interpretation.
- (10) If the User detects that a breach making up the offence under the Payment Services and Systems Act has occurred at provision of services on the basis of these General Terms and Conditions, he shall have the right to file a written proposal to initiate criminal proceedings. The proposal shall be filed with the Bank of Slovenia, which is competent for ruling on such offences.
- (11) General Terms and Conditions are drawn up in the Slovenian language.
- (12) These General Terms and Conditions shall apply as from January 19 2016.