

GENERAL TERMS AND CONDITIONS OF KEEPING TRANSACTION ACCOUNTS, CONDUCTING PAYMENT SERVICES AND THE AUTHORIZED OVERDRAFT FACILITY (OVERDRAFT LIMIT) FOR CONSUMERS

I. Definitions

For the purpose of these General Terms and Conditions of Keeping Transaction Accounts, Conducting Payment Services and the Authorized Overdraft Facility (Overdraft Limit) for Consumers (hereinafter referred to as: the General Terms and Conditions), the following definitions shall apply:

- (1) **Issuer** of the General Terms and Conditions is UniCredit Banka Slovenija d.d., Šmartinska 140, 1000 Ljubljana, Slovenia, Swift code BACXS122, info@unicreditgroup.si, www.unicreditbank.si, registered by the District Court of Ljubljana commercial register number 1/10521/00, registration No. 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. The Bank of Slovenia is the body competent for the supervision of the issuer;
- (2) **Member State** is 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 dating from 3 January 1994, page 3);
- (3) **Non-Member State** means a country that is not a Member State under item 2 of this chapter;
- (4) **User** is a consumer who uses Payment services as the Payer, the Recipient of payment or both and who concludes with the Bank an Agreement on Keeping a Transaction Account (hereinafter referred to as: the Agreement) for the purposes outside of their profit-making or professional activity;
- (5) **Authorised person** shall be a private individual who is authorised to free disposal of account assets by the statutory representative of the Legal Entity, Community, other Civil Law Entity, Entrepreneur or Independent Professional Occupation;
- (6) **Payer** is a private individual or a legal entity who orders a Payment transaction by issuing a Payment order or ensuring a Consent to the implementation of a Payment order issued by the Recipient of payment;
- (7) **Recipient of payment** is a private individual or a legal entity who is the expected Recipient of funds which are the subject to a Payment transaction;
- (8) **Payment service provider** is an entity who may conduct Payment services, including with the Bank;
- (9) **Payment account** is an account opened in the name of the User by the Payment service provider that is used for the execution of payment transactions;
- (10) **Transaction account** (hereinafter referred to as: the Account) is a Payment Account that the Bank opens and keeps in the name of the User for the purposes of conducting Payment transactions and other purposes related to the implementation of banking services for the User;
- (11) **Basic payment account** is a payment account containing a limited range of services set out by the respective valid legislation regulating Payment services;
- (12) **Payment Initiation Service** ("PIS service") shall be a service for ordering a Payment Order on the User's request associated with the Payment Account opened with another Payment Service Provider;
- (13) **Account Information Service** ("AIS service") shall be an online service ensuring consolidated information on one or more Payment Accounts of the User at another Payment Service Provider or at more than one Payment Service Provider;
- (14) **Third Party Providers** (TPP) shall be the registered providers permitted by the Bank of Slovenia to perform the new payment services, such as the Payment Initiation Service (PIS) and Account Information Service (AIS). Third Party Providers may access a User's account only on the basis of the User's consent, electronically signed by the latter following the successful authentication by using the BusinessNet system or the application Mobilna banka PRO!. The list of providers with permission to perform the new payment services is published on the website of the Bank of Slovenia (<https://bsi.si>);
- (15) **Payment Initiation Service Provider** shall be a Third Party Provider who makes it possible for the User, as per the latter's request, to initiate a Payment Order, but only if the account is accessible online;
- (16) **Account Information Service Provider** shall be a Third Party Provider who makes it possible for the User, as per the latter's explicit consent, the utilisation of the service of ensuring information on one or more of its Payment Accounts, but only if the accounts are accessible online;
- (17) **Payment Services** shall include:
 - activities enabling a cash deposit (withdrawal) onto a Transaction Account (from a Transaction Account) and any activities necessary to manage this account,
 - activities enabling implementation of Payment Transactions to the debit and to the credit of a Transaction Account of the Payment Services Provider who manages the Payment Account or of any other Payment Services Provider, and activities enabling implementation of Payment Transactions where funds are ensured by granting of a loan to the User (including implementation of payment transactions by means of direct debits as well as one-time direct debits, payment cards or similar instruments and credit payments),
 - issuing of payment instruments and/or acquisition of payment transactions,
 - implementation of money transfers,
 - Payment Initiation Services,
 - Account Information Services;
- (18) **Payment transaction** is the action of the deposit, transfer or withdrawal of funds ordered by or in the name of the Payer or by the Recipient of payment, in the case of which the conduct of a Payment transaction via the Bank is independent of the basic obligations between the Payer and the Recipient of the payment;
- (19) **Remote payment transaction** means a Payment transaction initiated via the internet or through a device that can be used for distance communication;
- (20) **Domestic Payment Transaction** shall be a Payment Transaction in case of which the Payer's Payment Service Provider and that of the Recipient of Payment or the only Payment Service Provider conduct Payment Services for the Payer and the Recipient of Payment within the area of the Republic of Slovenia;
- (21) **Cross-Border Payment Transaction** shall be a Payment Transaction in case of which the Payer's Payment Service Provider and that of the Recipient of Payment conduct Payment Services for the Payer or the Recipient of Payment within the area of different Member States; Cross-Border Payment Transaction shall be implemented also in case the same Payment Service Provider conducts Payment Services for the Payer in one Member State and for the Recipient of Payment in another Member State;
- (22) **Other Payment Transactions** shall be Payment Transactions, which are implemented in any currency if a Payment Transaction is implemented by a transfer of funds between at least one Payment Service Provider implementing payment services within the area of the Republic of Slovenia and the Payment Service Provider implementing Payment Services within the area of a Non-member State;
- (23) **SEPA area** is an area comprising countries of the European Union with overseas territories, Liechtenstein, Norway, Switzerland, Monaco and Iceland;

- (24) **Payment order** is an instruction provided by the Payer or the Recipient of payment to order the Bank to conduct a Payment transaction (this includes an ordinary Payment order, a Standing order and a Direct debit);
- (25) **Credit transfer** is a Payment service where the Payer instructs their Bank to conduct an individual Payment transaction or more Payment transactions, including a Standing order, using their Payment account to the credit of the Payment account of the Recipient of payment;
- (26) **A Direct debit** is a Payment service where the Recipient of the payment orders a Payment transaction to the debit of the Payer's account on the basis of the Payer's Consent;
- (27) **SEPA Direct debit** is a Direct debit that is governed by the SEPA Direct Debit Scheme rules for making payments in euros in the SEPA area;
- (28) **Standing order** means the Payer's written instruction for the Bank to carry out Credit transfers in equal amounts periodically or at preset dates;
- (29) **Payment instrument** is each instrument or a series of processes or both that has or have been agreed upon between an individual User and their Bank, and which is related only to this User to be applied when instructing a Payment order (e.g. a Payment card);
- (30) **Coverage on the Account** is the sum of positive balance and the Authorized overdraft facilities on the Account;
- (31) **Value date** is the day when the Bank grants or charges the User's Account and is the reference time that is taken into consideration by the Bank when calculating interest in relation to charging or granting funds in the Account;
- (32) **Business day**: if the Account of the Recipient of payment is with a Payment service provider based within the area of the Republic of Slovenia, a Business day shall be every day other than Saturdays, Sundays and public holidays, under the applicable legislation. If the Account of the Recipient of payment is with a Payment service provider based outside of the Republic of Slovenia, then a Business day shall be every day that is a Business day in the Republic of Slovenia and is, at the same time, a Business day for all the participants included in the conduct of an individual Payment transaction;
- (33) **Permanent data carrier** is each instrument which enables the User the saving of data addressed to them in person, so that they are available for later use for as long as necessary for the purposes of these data, and which enables unmodified viewing of the saved data (e.g. paper form of a notice or electronic form of a notice in the PDF form submitted to the online banking or via email);
- (34) **Uniform identification code** is the number of the User's Transaction account or another Uniform identification code of the User with the Bank;
- (35) **Consent/Mandate** for the implementation of a Payment Transaction shall be:
- the submission of a paper or electronic Payment Order by the User to the Bank,
 - the submission of the Payment Order via a Payment Initiation Service Provider,
 - the submission of an authorisation for the implementation of a Payment Transaction by the User in case of a Payment Transaction ordered by the Recipient of Payment and a PIN number typed in correctly or the Cardholder's signature or of bringing a contactless card near the POS Terminal;
- (36) **ZPLASSIED** is the abbreviation applied in these General Terms and Conditions referring to the Payment Services, Services of Issuing Electronic Money and Payment Systems Act (Official Gazette of the Republic of Slovenia, No. 7 dating from 7 February 2018);
- (37) **An Overdraft limit** is an Authorized overdraft facility in the Account, which is agreed between the Bank and the User. The Overdraft limit is either a Basic overdraft limit or an Extra overdraft limit and is approved in the Domestic currency;
- (38) **A Basic overdraft limit** is the loan amount in the Account that the Bank may grant the User as the Authorized overdraft facility within the framework of the selected package on the Account;
- (39) **An Extra overdraft limit** is the loan amount in the Account that the Bank may grant the User as the Authorized Overdraft facility based on an Application for the Authorization of an Overdraft limit and the conclusion of a special Agreement on an Overdraft Limit;
- (40) **An Extra overdraft limit with reduction** is the loan amount in the Account that the Bank may grant the User as the Authorized overdraft facility based on an Application for the Authorization of an Overdraft limit and the conclusion of a special Agreement on an Overdraft Limit. The Overdraft limit amount shall be automatically reduced by the contractually agreed amount;
- (41) **Unauthorized negative balance in the Account** is balance exceeding the contractually agreed Overdraft limit in the Account which has been agreed upon by the Bank and the User;
- (42) **FATCA**: Foreign Accounts Tax compliance Act is the legislation that regulates compliance with the US taxation related to the accounts abroad.
- (43) **U.S. Person**: American tax payer for the purpose of FATCA.
- (44) **U.S. Indicia**: criteria that are applicable for the identification of the tax payers for the purpose of FATCA.
- (45) **CRS: Common Reporting Standard** determines rules on identification and reporting certain financial data to a foreign country.

II. General

- (1) These General Terms and Conditions shall define the terms of concluding and terminating Agreements on Keeping Transaction Accounts, the keeping of accounts, deadlines related to the conduct of payment transactions, Authorized overdraft facility (overdraft limit), remuneration of funds on Transaction accounts, fees and costs related to the performance of Payment services, methods and deadlines related to the notification of the Users of Accounts, the responsibility of the Bank and validity of the General Terms and Conditions.

III. Protection of Personal Data and Confidential Information

- (1) The Bank shall be the controller of the User's personal and other confidential data which it acquires upon the establishment of a business relationship and the following operations with the User.
- (2) For the purpose of performing mutual contractual relations and the purposes of marketing, the Bank processes, keeps, transmits and protects personal and other confidential data in accordance with the law governing the protection of personal data, the EU General Data Protection Regulation (Regulation (EU) 2016/679-GDPR), the law governing banking, the law governing commercial companies and other regulations relating to the protection of personal and confidential data and business secret and in accordance with its internal acts.
- (3) More detailed information, the rights of individuals relating to the processing of personal data and contact details are set out in the General Information on the Processing of Personal Data. General Information on the Processing of Personal Data in force at the relevant times is available at the Bank's premises and on its website (www.unicreditbank.si).
- (4) The User (and also the possible guarantor and/or pledger) undertakes to notify the Bank of any change in place of residence or employment, and any significant changes in its financial position and its income no later than 8 days after the change occurs. At the same time, the User (and the possible guarantor and/or pledger) permits and authorizes the Bank or any other person, who acquires the rights under the contract or business relationship with the Bank with assignment, to conduct inquiries with the competent authorities about the place of residence, employment and financial situation, including the inquiry on the existence and status of transaction accounts opened with banks.

- (5) The User agrees that the Bank periodically verifies the User data in order to determine - for the needs of the FATCA (Foreign Accounts Tax Compliance Act) - whether any circumstances have occurred (U.S. Indicia) that could cause a User to be considered a US taxable person (U.S. Person).

Notwithstanding the above-indicated provision, the User undertakes to immediately notify the Bank, in writing, of any change to the circumstances of its status (the U.S. Indicia), e.g. the acquisition of US citizenship, a residence address in the US, a phone number in the US, etc. The User undertakes to communicate and submit to the Bank appropriate documentation demonstrating possible changed circumstances.

- (6) If the User fails to communicate and provide to the Bank all relevant documents immediately upon the receipt of a written invitation from the Bank / UCB to provide the appropriate documentation revealing the status of the User, the Bank will inform the tax authority of the Republic of Slovenia that the User is a potential US taxable person (U.S. Person). In this case, the Bank is entitled to unilaterally terminate the contractual relationship and close the account, upon prior written notice, in accordance with the General Terms and Conditions.
- (7) The User undertakes to reimburse the Bank for any costs and damages that may arise as a result of the violation of this Article by the User.
- (8) The Bank and the User agree that by signing the Contract in accordance with paragraph 2 of Article 215 of the Banking Act, the User agrees that the Bank communicates to the tax authority of the Republic of Slovenia certain confidential information about the User for the needs of the FATCA.

IV. Opening a Transaction Account

- (1) The legal relation between the Bank and the User shall be established on the date of signature of the Agreement on Keeping a Transaction Account (hereinafter referred to as: the Agreement). Prior to concluding the Agreement, the Bank shall forward the User the General Terms and Conditions.
- (2) The Bank shall open an Account for the User if they meet the following requirements and terms:
- They file an application for the opening of an Account;
 - They submit all the necessary documentation enabling identification of the User and persons authorized for the disposal of funds in the Account taking applicable legislation into consideration, and when the identity and identification of the client has been established in compliance with the applicable legislation;
 - They submit all the required data for the keeping of account register, other documentation in accordance with applicable legislation and any other documentation required by the Bank.
- (3) The Bank shall either grant or reject the application not later than within five Business days following the receipt of the application for the opening of an Account and the complete documentation it has required. The User may begin conducting their transactions via the Account on the first Business day following the opening of the Account.
- (4) The Bank shall open a Basic payment account for the User or it shall reject their request for opening a Basic payment account within five Business days after receiving a complete request from the User to open a Basic payment account. The Bank shall open a Basic payment account if the conditions referred to in the second item of this chapter of this Article are met and if there are no legal grounds for refusing to open the Basic payment account. If the Bank rejects the request for opening a Basic payment account, it shall notify the User thereof immediately in writing and free of charge, stating a specific reason for the rejection, the right to use the internal complaint procedure at the Bank, the right enabling the User to notify the Bank of Slovenia about the rejection and the right to out-of-court settlement of disputes.
- (5) It is not possible to open an Account by an authorised person.

V. Keeping a Transaction Account

- (1) The Bank shall undertake to perform Payment services for the User via their Account within the available Coverage in the Account.
- (2) Positive balance in the Account shall be the sight money deposit with the Bank.
- (3) Only the User, their assignees and their statutory representatives may dispose of the funds in their Account. Disposal of funds shall be unlimited unless otherwise provided by regulations.
- (4) The User may authorize an adult third party to dispose of funds in their Account. The authorization shall be made expressly and in writing. The authorizing party's signature on the authorization must be notarized, unless the authorization is given in the presence of a bank clerk. The authorization shall include all the required personal data of the User and the assignee in accordance with the applicable legislation. The authorization shall not involve the right to the further issuing of authorizations and the right enabling the closing of the Account.
- (5) The authorization shall be valid until the Bank receives a written cancellation of the authorization from the User or a notification of the assignee's death in any of the Bank's business units. The responsibility for any damage incurred up to the moment the authorization cancellation is received and the next 24 hours after the authorization cancellation is received shall be borne by the User.
- (6) The Bank shall keep the Account in the domestic and individual foreign currencies.

VI. Implementation of Payment Orders and Notification of Users following the Conduct of a Payment Transaction

- (1) Payment orders which the User submits to the Bank shall be completed in accordance with regulations, standards of payment systems, the Instructions and Method of Completing Payment Orders and these General Terms and Conditions. Orders may be submitted in paper or electronic form.
- (2) Description of Payment order statuses:
- A Payment order is received when the User who initiated the Payment order delivers it into the Bank's possession pursuant to the General Terms and Conditions, specifically by presenting it at a bank counter or by submitting it via online or mobile banking systems. The Bank shall be deemed to have received a Payment order when the order is handed over using the described method, notwithstanding any prior participation of the Bank in the process of forming and ordering a Payment order.
 - A Payment order is executed when the Coverage in the Payer's Account is decreased and the Coverage in the Recipient's Account is increased, provided their accounts are held with the same bank, or when the Coverage in the Payer's Account is decreased, an approval order is submitted and Coverage is ensured for the Recipient's Payment service provider, or intermediary Payment service provider if the Recipient has an account with a different Payment service provider based within or outside the Republic of Slovenia.
 - Rejected Payment order: the Payment order is rejected in cases determined in item 26 of this chapter.
- (3) The Bank shall conduct a Payment transaction when it receives a Payment order in compliance with the Business Hours for Transaction Account Operations (hereinafter referred to as: the Business hours) if all the terms listed in item 1 of this chapter are complied with, if Coverage is ensured for the order in the Account, if the order is correct, legible and complete (without any corrections) and if there exist no legal impediments for its implementation.
- (4) The Bank shall receive and implement a Payment order only in case it has been submitted to the Bank by the User or the assignee for the disposal of funds in the Account.
- (5) If the Bank receives a Payment order on the day which is not set out as

its Business day or if it receives a Payment order after the time set out in its Business hours, the Bank shall be deemed to have received the Payment order on the following Business day.

- (6) Payment orders shall be made out for implementation on the same day or on a Business day fixed in advance, but no more than 180 calendar days in advance. The fulfilment of the conditions for the execution of a Payment order is checked on the Value date. Payment orders submitted for execution in advance are processed on the Value date, provided all the conditions are met.
- (7) Payment orders shall not be bound by any suspensive or resolutive condition. If a suspensive or resolutive condition is recorded, it has no legal effects.
- (8) In case the User provides no special instructions, the Bank shall determine the manner of Order implementation as it may consider the most appropriate and in favor of the User. The third party shall not acquire any rights towards the Bank with the receipt of a Payment Order.
- (9) If the User submits to the Bank an incorrect Unique identification code on a Payment order, the Bank shall not be held responsible for an incorrect conduct of the Payment transaction.
- (10) If the User also submits to the Bank other data in addition to the Unique identification code or other data the Bank requires for the implementation of a Payment order, the Bank shall only be held responsible for the conduct of a Payment transaction in accordance with the Unique identification code submitted by the User.
- (11) The User shall be held responsible for accuracy and completeness of data on a Payment order.
- (12) Payment orders are processed in the order they are received and within the framework of the Coverage in the Account. This means that an order that exceeds the Coverage in the Account will not be processed until there is sufficient Coverage in the Account. Payment orders received subsequently and for amounts lower than the Coverage in the Account are therefore processed before any orders that exceed the amount of Coverage in the Account unless agreed otherwise between the Bank and the User. The Bank shall observe the legally defined priorities in all cases.
- (13) Orders shall be executed pursuant to the respective Business hours.
- (14) In case of Cross-border and Other Payment transactions, the Bank shall ensure the implementation deadline set out in its Business hours, normally only to the first bank participating in mediation or implementation of the order for payment.
- (15) In the case of SEPA domestic payment transactions, the User shall, in addition to the Uniform identification code, also insert the purpose code which helps the Recipient of payment determine the paying details. Purpose codes shall be published as an annex to the Instructions and Method of Completing Payment Orders.
- (16) The Payer's bank shall transfer paying details to the Recipient's bank in accordance with the Instructions and Methods of Completing Payment Orders.
- (17) The Payer may cancel a Payment order at any time by withdrawing their Consent for the implementation of the Payment order and by withdrawing the Authorization for the Payment order or Direct debit. Each Payment transaction conducted after cancellation shall be considered unauthorized. It shall be impossible for the Payer to cancel a Payment order after the Payment order for the conduct of a Payment transaction has become irrevocable, i.e. after it has been received by the Recipient's Payment service provider, unless specified otherwise for individual cases in these General Terms and Conditions.
- (18) If a Payment transaction is initiated by a Payment initiation service provider, the Recipient of payment or the Payer via the Recipient of payment, the Payer shall be prohibited from cancelling the Payment order after giving the Payment initiation service provider Consent to initiate the Payment transaction, or after giving Consent for executing the Payment transaction in favor of the Recipient of payment. If a Payment transaction is ordered by the Recipient of payment by means of a Direct debit, the Payer may cancel the Payment order that has been ordered by the Recipient of payment, by the end of the Business day before the day that has been agreed upon for charging the Payer's account, taking into account the Business hours.
- (19) If the date of conduct of the Payment order is fixed in advance, the Payer may cancel the Payment order no later than by the end of the Business day before the day that has been agreed upon as the Value date, pursuant to the Business hours.
- (20) Upon the expiry of deadlines listed under items 18 and 19 of this chapter, the User may cancel the Payment order only on the basis of an arrangement with the Bank. If a Payment transaction is ordered by the Recipient of payment or the Payer via the Recipient of payment, the latter shall also agree on the cancellation of the Payment order after the expiry of the deadline set out in item 18 of this chapter.
- (21) The User may dispose of funds in their Account when the amount of the Payment transaction is authorized on the Bank's account in accordance with the conduct deadlines for Payment transactions which are set out in the Bank's Business hours, and when the Bank receives all the required data to authorize the User's Account. If an incoming Payment order does not include all the required data about the Payer and the Recipient of payment, the Bank shall authorize the Account of the Recipient of payment within the same Business day if the Bank is able to determine the missing data by itself. If the Bank must obtain data about the Recipient of payment or the Payer from the Payer's bank, the Bank shall authorize the Account of the Recipient of payment upon receipt of the data.
- (22) The Bank credits the Account of the User in the currency of a received Payment transaction. If the Bank does not hold the User's account in the currency of the received Payment, the Bank shall execute a currency conversion and credit the Account of the User in the Domestic Currency.
- (23) If the day when funds are authorized in the Account of the Recipient's bank is not a Business day, the Recipient's bank shall be deemed to have received funds for the Recipient of payment on the first following Business day.
- (24) Incorrectly entered debit or credit of the Account without an order provided by the User that is the result of a mistake or an error of the Bank or its outsourcers or a different Payment service provider may be eliminated by the Bank by means of a contra entry so that the balance in the Account remains unaltered. The Bank shall notify the User thereof by a statement of balance and transactions which will be sent in the agreed manner. If the User opposes such reconciliation (correction), the Bank shall immediately restore the situation to that prevailing prior to the receipt of a well founded complaint.
- (25) The Bank may reject the implementation of a Payment order if all the terms for order implementation are not complied with (even when these are initiated via a Payment initiation service provider), which is set out in more detail in the next item of this chapter. The Bank shall notify the User about the rejection and, if possible, about the reasons for it and the process to remedy the errors that caused the rejection, unless it is forbidden on the grounds of special regulations (e.g. an act regulating the prevention of money laundering and terrorist financing). The Bank shall submit the notice or make it available for the User at their earliest convenience, but not later than within a deadline set out for the implementation of the Payment order and that is stated in the Bank's Business hours.
- (26) Payment orders shall be rejected:
 - if the Account lacks the Coverage to execute the received Payment order by the time set out in the Business hours,
 - if the data provided on the Payment order is incorrect, illegible or incomplete,
 - if the submitted Payment orders contain corrections (of dates and other data),

- if there are legal impediments, or if the Bank receives a decision from the authorities, preventing it from implementing the Payment orders (e.g. a decree for enforcement, security interest, etc.).

A Payment order from a SEPA Cross-border or Domestic Direct debit shall be rejected even if:

- the Bank did not receive a notice of Consent being granted to the Recipient of payment for the Payment order in question,
- the Payment order data does not match the data on the granted Consent.

(27) If a Payment order is rejected, it shall be deemed that the Bank did not receive the order.

VII. Other Bases for Debiting a Transaction Account

(1) In the case of payment of domiciled bills of exchange issued or accepted by the User, the Bank shall, in accordance with provisions regulating Payment services and the realization of domiciled bills of exchange with banks and within the framework of available Coverage, debit the User's account also on the basis of a submitted domiciled bill of exchange if it contains a clause establishing that the bill is payable with the Bank (the domicile clause) and if the Bank receives all the data relevant for the realization of the bill from the holder of the domiciled bills of exchange. A domiciled bill of exchange shall be deemed to include an irrevocable Authorization of the User to the holder of the domiciled bill of exchange to order the conduct of a Payment transaction in accordance with the issued domiciled bill of exchange, and an irrevocable Consent of the User to their bank to order the conduct of the Payment transaction to the debit of their funds.

(2) In case the Bank receives the following documents issued by the Court, the Financial Administration of the Republic of Slovenia or some other competent authority, namely, a decree for execution, for security interest or in other cases of compulsory interventions of authorities of the State into the User's funds in their Account, the Bank shall prevent the User to dispose of funds (Coverage) in their Account in the amount as indicated in the decree or any other official document, and shall act in accordance with the contents of the document. In cases of enforcement, the Bank shall not verify the relationship between the User of the Account and the person designated as the creditor in the decree for enforcement or security interest or any other official document.

(3) The Bank shall fix the interest rate and other conditions of loan products it offers the User, on the assumption of the structured contractual relationship between the User and the Bank, where the User also uses the Bank's deposit services including the management of a transaction account and conclusion of deposit agreements. Thus the purpose of each User's bank balance shall not be only non-genuine safekeeping of funds, but such bank balance is, after the agreement between the contracting parties and at the same time, also in the function of ensuring the Bank adequate security interest for correct compliance of all obligations of the User towards the Bank under any contractual relationship concluded with the Bank.

(4) For the purpose of repayment of all of their obligations towards the Bank, the User shall recognize the Bank possessory lien on each User's bank balance with the Bank including all the User's balances on transaction account and any deposits which the User concludes with the Bank, and, at the same time, the User shall pledge all their such assets in favor of the Bank so that, by concluding an individual loan product, a lien of the first priority is deemed established on each bank balance of the User with the Bank in favor of the Bank.

(5) In case the User does not fulfill any of their financial obligations towards the Bank in due time and fully, the User shall expressly and unconditionally allow the Bank and they shall expressly and irrevocably authorize it to repay and settle their claims due and outstanding claims towards the User, without a special additional order, using the funds from any bank balance of the User with the Bank including all potential

assets on the User's transaction account and inflows in the account as well as other deposit- and tied up funds of the User with the Bank. The relevant authorization to the Bank shall be deemed an irrevocable payment order of the User in accordance with provisions of the applicable Payment Services and Systems Act.

(6) Based on the contractual grounds specified by item 1 of this chapter, the User shall expressly waive protection referred to in Article 316 of the Code of Obligations and shall give their express consent that the Bank may offset their claims to money due and outstanding claims to money towards the User under any contractual relationship concluded with the Bank with counterclaims due of the User towards the Bank under any bank balance of the User with the Bank including all funds on the User's transaction account and other User's deposit funds.

(7) If the Bank keeps an Account for the User in the National Currency and Foreign Currencies, it shall implement conversion applying other available currencies in accordance with the User's order in case there are not enough funds on the Account for the implementation of a Payment Order in a currency of the account. If there is no conversion order, the Bank shall reject the Payment order.

(8) If the Bank has to make a payment from the User's Account without the User's Consent (e.g. under court, tax and other provisions of State authorities) and there are insufficient funds on the Account in the payment currency and, at the same time, the User does not provide a currency conversion order to the Bank, the Bank shall implement currency conversion from other foreign currencies of the User's Account.

(9) If the Bank receives an Enforcement draft, it shall preclude the User from disposing of their funds on any of their accounts and of other assets with the Bank if the User freely disposes of them until the Enforcement draft submitted to the Bank is wholly or partly repaid when the creditor requires only partial payment of the Enforcement draft or by the end of the period of one year following the submission of the Enforcement draft by the creditor to the Bank, or until the Enforcement draft is returned to the creditor when the latter requires the return of the Enforcement draft before it is repaid or a year following the submission of the Enforcement draft to the Bank expires. In case the Bank receives a duly completed Enforcement draft in accordance with the applicable legislation governing Payment services and systems as well as the realization of Enforcement drafts with banks and within the framework of the available Coverage, it shall debit any account of the User and other assets with the Bank which the User may dispose of without being obliged to take account of exemptions and limitations pursuant to the applicable law regulating execution and security interest. In case the User does not have any funds with the Bank and other assets with the Bank which they may freely dispose of, the Bank shall submit a copy of the Enforcement draft to other providers of Payment services. The Enforcement draft shall be deemed to include an irrevocable Authorization of the User of the Enforcement draft to the creditor to require the conduct of a Payment transaction to the debit of their funds on any account with the Bank and to the debit of other assets which they have with the Bank and which they may dispose of, in accordance with the issued Enforcement draft, and an irrevocable Consent of the User to all their banks to conduct a Payment transaction to the debit of their funds on any account and to the debit of other assets which they have with banks and which they may dispose of.

(10) An Enforcement draft may only be made out for a specific amount of money in the Domestic currency.

VIII. Special Features Relating to Transactions with Direct Debit

(1) In the case of a SEPA Direct debit, the Payer's liability to the Recipient shall be settled by a Direct debit of the Payer's Account on the basis of data that the Recipient of payment submits to their Payment service provider. The Payer shall submit the Consent for the Account debit to the Recipient of payment. The Payer may alter or cancel their Consent with the Recipient of payment. The Payer may request the

reimbursement of funds after the execution of the SEPA Direct debit in accordance with the rules of the scheme.

- (2) The Bank shall not make an individual SEPA Direct debit if the Payer cancels it. The Payer shall have the right to cancel an individual SEPA Direct debit in accordance with the respective Business hours in force. Cancellation may only refer to an individual and specified payment of liabilities and shall not mean a notice on the cancellation of the Consent. The Bank shall not be held responsible for any damage on the side of the Recipient or the Payer that might have been caused under the canceled individual SEPA Direct debit. The Bank shall not be held responsible for complaints arising from the contractual relationship between the Payer and the Recipient of payment.
- (3) If the Account holder has given their Consent for the payment of the Direct debit and the debtor is another person (the Account holder is the Payer but not the debtor), the Account holder shall agree that data from their Consent or the Consent itself may be transferred from their bank via the bank of the Recipient of payment to the Recipient of payment upon the transition of the Recipient of payment using SEPA Direct debit.

IX. General Features of Basic Overdraft Limit

- (1) The Account User shall agree that the Bank may grant the Account User the Basic Overdraft limit in the amount and for the period which is consistent with the Bank's business policy. The Bank may authorize or reject the Basic Overdraft limit at its discretion.
- (2) The Bank shall authorize the Basic Overdraft limit to adult Account Users with regular monthly inflows into the Account. The User shall expressly agree to receive their regular inflows, which have presented the condition for the Authorization of the Overdraft limit, into their Account with the Bank over a minimum period for which the Overdraft limit has been authorized, and that they shall not close the Account up to the final repayment of the Overdraft limit.
- (3) The Bank shall remunerate the use of the Basic Overdraft limit at the interest rate for the authorized Basic Overdraft facility in the Account in accordance with the applicable Bank's Decision setting interest rates. Interest rate shall equal the prescribed interest rate for default interest in force from time to time, in accordance with law that provides the prescribed interest rate for default interest reduced by the deduction in the amount of 5 BT (0.05 %). Interest shall be calculated in accordance with the linear method taking account of the actual number of days in a month and 360 days in a year.
- (4) The Bank shall attribute the calculated interest to the Account at the end of the accounting period and upon closure of the Account. The User shall be obliged to ensure funds in the amount of the calculated interest prior to their maturity to avoid Unauthorized negative balance caused by interest settlement.
- (5) The User, who has more Accounts open with the Bank, shall normally have the Basic Overdraft limit only in one Account.
- (6) The Basic Overdraft limit may be substituted with the Extra overdraft limit on the basis of an approved application for the Authorization of the Authorized overdraft facility in the User's Transaction account.
- (7) The Bank shall charge Authorizations and modifications of the Basic Overdraft limit in accordance with the Decision on payment tariff for retail banking, transactions with small companies, sole proprietors and persons of liberal professions (hereinafter referred to as: the Tariff).
- (8) The Bank shall have the right to cancel the Basic Overdraft limit if the User acts in conflict with the Agreement on Keeping a Transaction Account, the General Terms and Conditions of Keeping Transaction Accounts and Performing Payment Services for Consumers and these General Terms and Conditions. Furthermore, the Bank may terminate the Basic Overdraft limit if the User enters the Unauthorized negative balance, in the case of absence of regular monthly inflows or in case it receives decisions on forcible collection or decisions on securing the meeting of liabilities, namely, prior to their execution if the positive balance in the Account does not suffice for the execution of these

decisions. In that event, the User shall be obliged to immediately settle the amount of the used Overdraft limit and the amount of the Unauthorized negative balance.

- (9) The Bank shall have the right to cancel the Basic Overdraft limit also if the User's Account is blocked or if the User does not conduct transactions via the Account for more than three months or they have only the attribution of interest, banking costs and any minimum inflows to settle the costs and interest exceeding the Overdraft limit in the Account within the period of three months.
- (10) The User shall be obliged to immediately and fully settle the Basic Overdraft limit if they withdraw from the Basic Overdraft limit or if the Bank cancels their Basic Overdraft limit.
- (11) In case the User fulfills one of the following conditions:
 - They do not monthly ensure the regular monthly inflow at least in the amount that covers the used amount of the Authorized overdraft facility in their Transaction account or
 - They do not reach the positive balance in their Transaction account at least once a month, the Bank shall have the right to prevent the User from further drawing of the Basic Overdraft limit.
- (12) The User may waive the right to the Basic Overdraft limit in writing even before the first drawing.
- (13) The Bank may, at any time, require the payment of the entire amount of the drawn Basic Overdraft limit.
- (14) The Basic Overdraft limit shall be valid for the period of one year or throughout the period the Agreement on Keeping a Transaction Account. In any case, the Bank shall have the right not to approve/ extend the Basic Overdraft limit on the basis of the assessment of the User's creditworthiness (once a year) or to approve it in the lower amount.

X. Extra overdraft Limit

- (1) Based on the Application for the approval of the Authorized overdraft facility in Transaction account, the Bank may authorize the Extra overdraft limit to an adult User.
- (2) The User may submit the Application for the approval of the Authorized overdraft facility in Transaction account in written form at the Bank's business unit or via the electronic bank.
- (3) The amount and maturity of the Extra overdraft limit shall depend on the amount of regular monthly inflows in the Account and the Bank's business policy. The Bank may authorize or reject the Extra overdraft limit at its discretion.
- (4) The Bank shall authorize the Extra overdraft limit for a period of not more than 12 months. If the User, upon the expiry of the period of validity of the Overdraft limit, fulfills the conditions for the renewal of the Overdraft limit, the Bank may extend the validity of the Overdraft limit for the same duration and up to the amount not exceeding the approved amount of the Overdraft limit. The Bank shall inform the User of Transaction account in writing about the extension of the period of validity of the Overdraft limit no later than 8 days prior to the expiry of the period of validity of the Overdraft limit. If the User does not agree with the proposed extension of the period of validity of the Overdraft limit, they may inform the Bank thereof in writing not later than 3 working days prior to the expiry of the period of validity of the Overdraft limit. The User shall inform the Bank by using the »Request for suspension of the Overdraft limit under the Agreement on permitted overdraft facility on Transaction account« form, which is available on the Bank's website. Otherwise it shall be considered that the Bank and the User agree on the extension of the period of validity of the Overdraft limit. If the Bank does not approve the extension of the period of validity of the Overdraft limit or if the User has submitted an application for termination of the Overdraft limit, the User shall be obliged to settle the entire amount of the used Overdraft limit following the expiration of the period of validity of the approved Overdraft limit. The User shall be

obliged to pay the Bank default interest for the amount of the default Overdraft limit in accordance with law that provides the prescribed default interest rate.

- (5) For the purpose of Authorization and drawing of the Extra overdraft limit, the Bank and the User shall conclude the written Agreement on Authorized Overdraft Facility in the Account.
- (6) The Bank shall remunerate the use of the Extra overdraft limit at the interest rate for the authorized Extra overdraft facility in the Account in accordance with the applicable Bank's Decision setting interest rates. Interest rate shall equal the prescribed interest rate for default interest in force from time to time, in accordance with law that provides the prescribed interest rate for default interest reduced by the deduction in the amount of 5 BT (0.05 %). Interest shall be calculated in accordance with the linear method taking account of the actual number of days in a month and 360 days in a year.
- (7) The Bank shall attribute the calculated interest to the Account at the end of the accounting period and upon the closure of the Account. The User shall be obliged to ensure funds in the amount of the calculated interest prior to their maturity to avoid Unauthorized negative balance caused by interest settlement.
- (8) The Bank shall notify the User about the modification of interest rates in accordance with the General Terms and Conditions of Keeping Transaction Accounts and Performing Payment Services for Consumers.
- (9) Costs of the Authorization or modification of the Overdraft limit shall be referred to in the Decision on payment tariff for retail banking, transactions with small companies, sole proprietors and persons of liberal professions (hereinafter referred to as: the Tariff).
- (10) The Bank may terminate the Agreement on Authorized Overdraft Facility in the Transaction Account if the User acts in conflict with this Agreement as well as with the Agreement on Keeping a Transaction Account, the General Terms and Conditions of Keeping Transaction Accounts and Performing Payment Services for Consumers, and these General Terms and Conditions. Furthermore, the Bank may terminate the Agreement on Authorized Overdraft Facility in the Transaction Account if the User enters the Unauthorized negative balance, in the case of absence of regular monthly inflows or in case it receives decisions on forcible collection or decisions on securing the meeting of liabilities, namely, prior to their execution if the positive balance in the Account does not suffice for the execution of these decisions. In that event, the User shall be obliged to immediately settle the amount of the used Overdraft limit and the amount of the Unauthorized negative balance.
- (11) The Bank shall have the right to withdraw from the Agreement on Authorized Overdraft Facility in the Transaction Account also in case the User's Account is blocked or if the User does not conduct transactions via the Account for more than three months or they have only the attribution of interest, banking costs and any minimum inflows to settle the costs and interest exceeding the Overdraft limit in the Account within the period of three months.
- (12) In case the User fulfills one of the following conditions:
 - They do not monthly ensure the regular monthly inflow at least in the amount that covers the used amount of the Authorized overdraft facility in their Transaction account or
 - They do not reach the positive balance in their Transaction account at least once a month, the Bank shall have the right to prevent the User from further utilization of the Extra overdraft limit.

XI. Supplementary Services

- (1) The Bank shall enable the User supplementary services bound by the Account. The Bank and the User shall agree upon such services separately. With regard to supplementary services, the Bank may publish general terms and conditions for performance of such services.
- (2) The Maestro card is a debit card for the immediate payment or reservation of funds on Transaction account.

- (3) The Debit card holder may deposit banknotes in the domestic currency valuing 10, 20, 50 and 100 EUR on marked ATMs of the Bank in Slovenia and abroad by using the "automated cash deposit on ATM" service; a deposit may contain up to 100 banknotes;

The Debit card holder shall insert into an ATM leveled banknotes without any paper clips, otherwise they may damage the ATM. The Debit card holder shall undertake to pay the Bank compensation for the damage caused to an ATM.

- Upon cash deposits, ATMs shall perform the authenticity check of banknotes. If an ATM notices that a banknote is counterfeited, it keeps it and notifies the Debit card holder thereof by a notice on the display and a separate notice on a printed certificate of the conducted transaction which states the number of kept banknotes. To acquire information concerning the kept banknotes, the Debit card holder or User shall visit the business unit where their Transaction account is kept.
 - The Bank may subsequently check the authenticity of the deposited banknotes within 30 days following the crediting of cash to the User's Transaction account. In case it is established during the check that banknotes are counterfeited, the Bank may debit the User's Transaction account for the amount of these banknotes.
 - Deposited cash which has not been kept shall be available on the User's Transaction account immediately after the successful deposit. The Debit card holder shall be notified about the deposit by a printed certificate of the conducted transaction. It shall be possible to make an automatic deposit at any time during an individual ATM's operation.
- (4) Using the "Payment of pre-printed payment slips and Universal Payment Orders (UPO) on ATM" service, the Debit card holder may pay their obligations towards domestic issuers of the mentioned Payment orders having the OCR line, but not other Payment orders on marked ATMs of the Bank in Slovenia.
 - The User shall select the "Payment of a pre-printed payment slip or UPO" service on an ATM's screen if they wish to pay a pre-printed payment slip or an UPO on an ATM. The User shall acquaint themselves with rules enabling the use of this service from these General Terms and Conditions prior to using this service. The User may only insert an individual pre-printed payment slip or an UPO separately in the slot of the ATM following the instructions on the screen. The User shall confirm the correctness of the payment amount which is displayed; if the amount is incorrect, the User may abort the making of payment. When there is no payment amount stated on a preprinted payment slip or an UPO, the User shall enter it themselves (e.g. humanitarian payments).
 - The User shall receive a confirmation of the conducted transaction on a copy of the preprinted payment slip or an UPO and a printed confirmation of the payment made from the ATM.
 - It shall not be possible to perform the service unless a pre-printed payment slip or an UPO is completed pursuant to all regulations and standards of Payment transactions. In case the Recipient of the remittance who is stated on a pre-printed payment slip is not included in the Bankart d.o.o. collection center or in case the Account of the UPO issuer is kept by a bank which is not included in the SEPA IKP payment system, the transaction shall be rejected. Furthermore, the transaction shall be rejected if there is no Coverage on the User's personal Account for the amount of payment made on an ATM.
 - The User's personal account shall be debited for the amount of a pre-printed payment slip or an UPO on the same day when the service is performed on an ATM regardless of the payment Value date which is stated on the pre-printed payment slip or an UPO. The transaction shall be conducted in accordance with the applicable Business hours described in item 3 of chapter VI of these General Terms and Conditions.
 - The Bank shall charge a fee for the performed service of payment of a pre-printed payment slip or an UPO on an ATM in accordance with the applicable Decision on payment tariff for retail banking, transactions

with small companies, sole proprietors and persons of liberal professions.

(5) Services for accounts accessible online:

- Account Information Service: The Bank enables access to information regarding certain accounts and the corresponding Payment Transactions on the basis of the explicit consent of the User at the Account Information Service Provider.
- Payment Initiation Services: The Bank allows the Payee to give consent for the initiation of Payment Transactions via a Payment Initiation Service Provider. The Bank treats such Payment Orders the same as Payment Orders which it receives directly from the Payee.
- Confirmation of availability of funds: At the request of the Payment Service Provider issuing card-based payment instruments payment instruments in the form of cards, the Bank immediately confirms whether an amount necessary for the execution of a card-based Payment Transaction is available on the account of the Payer whether the payee's account holds the amount necessary for the performance of the card payment transaction. The Payee must give explicit consent to the Bank for it to respond to the request of the specified Payment Service Provider and to confirm the availability of funds on the Payee's account which matches the specific card Payment Transaction. Consent must be given prior to the first request for confirmation.

In initiating consent to the Account Information Service Provider, Payment Initiation Service Provider and the Payment Service Provider issuing card-based payment instruments the payment instruments in the form of cards, the authentication processes are taken into consideration which the Bank is offering to the User in account transactions online.

XII. Responsibility of the Bank and Reimbursement of Payment Transactions

- (1) The responsibility of the Bank relative to the implementation of Payment transactions is regulated by the ZPlaSSIED.
- (2) In the case of a Payment transaction ordered by the Recipient of payment or the Payer via the Recipient of payment, the Payer may require the reimbursement of the entire amount of the authorized and correctly conducted Payment transaction within 8 weeks following the debit day, if:
 - If the Payer has given their Consent without a specific amount of the Payment transaction and
 - if the amount exceeds the reasonably anticipated amount considering amounts of past payment transactions, the General Terms and Conditions, the other contractual documentation or other circumstances of the case (except if the excess amount is the result of a currency conversion based on the application of an agreed reference exchange rate).

The Payer shall prove that the two conditions above have been met. The Payer shall not have the right to reimbursement in case they have given their Consent directly to the Payment service provider, and the Payment service provider or the Recipient of payment supplied them information concerning the upcoming payment transaction at least 4 weeks before the maturity date.

- (3) The User of PIS and AIS shall use these services with due diligence. It shall be deemed that the User did not act diligently if, prior to giving consent to the provider of the PIS and/or AIS services for the provision of these services, they did not verify whether the provider concerned can provide these services in the Republic of Slovenia. PIS and AIS services in the RS can be provided by banks, savings banks, certain payment institutions and certain electronic money institutions. The authorization of payment institutions or electronic money institutions for the provision of PIS and AIS services in the RS can be checked in the register of payment institutions or register of electronic money institutions which are kept and maintained by the Bank of Slovenia and are available

on the following websites: <https://www.bsi.si/en/financial-stability/payments-and-infrastructure-supervision/supervision-of-payment-institutions/register-of-payment-institutions> and <https://www.bsi.si/en/financial-stability/payments-and-infrastructure-supervision/supervision-of-electronic-money-institutions/register-of-electronic-money-institutions>. The provider of PIS and/or AIS services which is a payment institution or electronic money institution is authorized to perform these services in the territory of the RS if it is listed on one of the lists that are published under the mentioned registers and if it has, in addition to its firm, number 7 (authorization to perform PIS services) or number 8 (authorization to perform AIS services) stated as a ref. no. for a Payment Service referred to in the first paragraph of Article 5 of the ZPlaSSIED or Annex I to the Directive 2015/2366/EU.

- (4) Consent for the provision of PIS and/or AIS services, which the user gives to the provider of these services, is the subject of the contractual relationship between the user and the provider of the PIS and/or AIS services. As a result of this, the user must inform the bank immediately when he/she detects that a subject is accessing his/her account without the user's consent:
 - During working hours by telephone (+386 1 5876 777 or +386 40 636 898):
 - Anytime via email (e-mail address: e-blokada@unicreditgroup.si)
 - During working hours personally in a business unit of the bank that maintains his/her personal account. Information on working hours is published on the bank's website www.unicreditbank.si.
- (5) Items (3) and (4) of this chapter shall apply only to users who are also users of the online and mobile banking system.

XIII. Notification

- (1) The User shall inform the Bank, not later than within 5 days of the occurrence of modification, about all modifications related to personal data, data of their assignees and other data related to the Account as well as data which the User has stated when submitting the application for opening the Account. The Bank shall not be held responsible for the damage incurred due to the non-compliance with obligations regarding information about modifications.
- (2) The Bank shall inform the User about Payment transactions conducted in their Account by means of a statement including outstanding balance and transactions. The Bank shall send the statement to the User at least once a month. When the Bank sends a written communication to the User, it shall be considered that the communication is handed correctly if it is sent to the last known address of the User which the Bank has in its register.
- (3) The User shall be obliged to notify the Bank immediately and without any delay about an unauthorized, incorrectly conducted and/or a non-conducted Payment transaction when they have found out that such a Payment transaction has occurred, but not later than within 13 months following the date of the debit and/or Authorization.

XIV. Fees, Interest Rates and Exchange Rates

- (1) An overview of fees for the performance of payment and other services shall be available to the User in the Bank's Tariff. The Bank shall debit a respective fee amount to the User's Account after the conducted Payment transaction or on the basis of a contractual relationship.
- (2) The Bank shall have the right to charge the User fees and actual costs for performance of its services in accordance with the Bank's applicable Tariff.
- (3) The Bank shall also charge fees for any costs paid to foreign banks in accordance with the Bank's respective Tariff in force.
- (4) The Bank shall remunerate funds in the Account within deadlines, in the manner and at the interest rate specified by the applicable Bank's decision on the amount of interest rates. The Bank shall attribute

accrued interest at the end of a return period defined by the Bank and upon the closure of the Account.

- (5) In case of rate exchange, the Bank's retail exchange rate list in force at the time of the actual implementation of exchange shall apply (hereinafter referred to as: the Exchange list). The Exchange list shall be bound by the Exchange List of the European Central Bank. It shall be published on the Bank's website (www.unicreditbank.si) and in the Bank's business units.
- (6) Buying and selling rates from the daily Bank's retail Exchange list shall apply to the domestic/foreign currency exchange and foreign currency/foreign currency exchange. The daily Bank's retail Exchange list shall be in force at the moment of exchange unless the contracting parties agree otherwise on a case by case basis.
- (7) The Bank shall notify the User about any modification made to provisions of this chapter in the manner specified in chapter XIII. of these General Terms and Conditions.

XV. Termination of Agreement

- (1) The Agreement shall expire upon the expiry of time in the case of a fixed term Agreement or by termination.
- (2) At any time, the User may terminate the Agreement in writing, with immediate effect and with the Consent of the Bank. The User may unilaterally terminate the Agreement in writing at any time by giving a month's notice.
- (3) The Bank may unilaterally terminate the Agreement of unlimited duration giving 2-months' notice. The Bank shall forward the notice on the termination of the Agreement to the User in a clear and comprehensible manner, written on paper or any other Permanent data carrier.
- (4) Irrespective of the previous item of this chapter, the Bank may unilaterally terminate the Agreement for accessing a Basic payment account by giving two months' notice only if there has not been any transactions on the User's Basic payment account for more than 24 months, if the User no longer lawfully resides in the European Union or if the User subsequently opens a payment account with another bank, which allows them to use the services that must otherwise be provided by the Basic payment account. In such a case, the Bank shall be obliged to inform the User in writing and free of charge about the reason for the termination unless such a disclosure is prohibited under other regulations, the right to use the internal complaint procedure at the Bank, the right to inform the Bank of Slovenia about the termination of the agreement and the right to out-of-court settlement of disputes. The Bank may unilaterally terminate the agreement for accessing a Basic payment account with immediate effect if the User has intentionally used their Basic payment account for illegal purposes or provided inaccurate information to obtain the right to a Basic payment account, if they would not obtain such a right on the basis of providing accurate information, or if the User violates or has violated their contractual obligation towards the Bank within the last three years.
- (5) The Bank may also unilaterally terminate the Agreement for accessing a Basic payment account under the terms set out for the termination of agreement by a different law.
- (6) In the case of termination of the Agreement, the User shall be obliged to fully settle all their liabilities from the Agreement which have been incurred up to the day of termination of the Agreement.
- (7) In case the Bank violates provisions of these General Terms and Conditions referring to informing the User, the latter shall have the right to challenge the Agreement under provisions of the Code of Obligations.
- (8) In the case of termination of the Agreement, the User shall pay the Bank fees which the Bank charges for its performance of Payment services, for a specified period of time only in a proportional share up to the termination of the Agreement. If such fees are paid in advance, the Bank shall reimburse the User the proportional share of the paid remuneration.

- (9) The Bank may not charge the User special fees due to the termination of the Agreement if the User terminates the Agreement which has been concluded for a limited period in the duration of more than 6 months or for an unlimited period, following the expiration of 6 months from the conclusion of the Agreement.
- (10) The Bank may terminate the Agreement with immediate effect in case the User violates the provisions of these General Terms and Conditions or provisions of the Agreement.

XVI. Amicable Settlement of Disputes

- (1) The User and the Bank shall resolve any potential disputes, disagreements or complaints with regard to the performance of services in accordance with these General Terms and Conditions consensually.
- (2) The Bank shall resolve potential disputes and disagreements based on the consumer's written request. The consumer can address such request to the Bank via a prescribed form available in all the Bank's branches, in written form to the address UniCredit Banka Slovenija d.d. Šmartinska 140, 1000 Ljubljana or via web portal <http://www.unicreditbank.si/pisitenam>. The Bank's competent body shall decide regarding the complaint in the shortest possible time or at latest within eight (8) days upon the receipt of the entire relevant documentation. The Bank shall send the answer to a complaint with adequate explanations in written format to the consumer's address. The consumer shall have the right to file an objection to a complaint. The Bank shall send the decision regarding the objection with adequate explanations in written format to the consumer's address within 15 business days. By doing so, the Bank's decision shall be final and its internal complaint procedure shall be concluded.
- (3) In case a complexity of a case shall not allow for the settlement of a complaint or objection within the stated deadline, the Bank shall inform the consumer in written format about the anticipated date of final settlement of complaint.
- (4) If the user doesn't agree with the decision regarding the complaint or if they don't receive the Bank's answer to a complaint within 30 days, they shall have the right to file within maximum of 13 months from the final decision in the internal complaint procedure or from the expiration of the deadline for dealing with the complaint an initiative for the beginning of the out-of-court dispute resolution procedure with the provider of out-of-court resolution of disputes (hereinafter referred to as: the IRPS provider), who is acknowledged as competent for consumer dispute resolution by the Bank. The Bank may at any time change the IRPS providers competent for resolution of consumer disputes.
- (5) The name, electronic address and phone number of acknowledged IRPS provider at each time shall be published on the Bank's web page www.unicreditbank.si.
- (6) Filing of the initiative shall not interfere with the user's right to file adequate request for dispute resolution with the court of competent jurisdiction according to the Bank's headquarters.

XVII. Preliminary and Final Provisions

- (1) The integral parts of these General Terms and Conditions include:
 - Business Hours for Transaction Account Operations
 - Instructions and Methods of Completing Payment Orders
 - Extract of the Payment Tariff for the Bank's Services
 - Decision on the Bank's Interest Rates
 - General Terms and Conditions for the Use of the Online and Mobile Banking System by Retail Clients
 - General Terms and Conditions for Operations with Cards for Customers
 - Information on the Deposit Guarantee Scheme for Depositors
- (2) If the Bank modifies these General Terms and Conditions, it shall notify the User thereof two months prior to the implementation of modifications in writing via post and by a notice via electronic banking

system if the User conducts their business operations via electronic banking systems by sending them a proposal of the modification of the General Terms and Conditions.

- (3) If the User does not agree with modifications of the General Terms and Conditions, they may terminate the Agreement, which has been concluded on the basis of these General Terms and Conditions, without notice and without paying fees. The User shall submit the termination of the Agreement to the Bank in writing not later than the day prior to the specified date of entry into force of a modification. If the User does not notify the Bank about their disagreement with modifications within this deadline, it will be considered that they agree with modifications. In case the User rejects suggested modifications in writing, but does not terminate the Agreement, it shall be considered that the Bank has terminated the Agreement with 2-month's notice, which starts to run on the day a written notification has been sent.
- (4) Applicable General Terms and Conditions shall be published on the Bank's website and in all its business units.
- (5) These General Terms and Conditions shall constitute an integral part of the Agreement on Keeping a Transaction Account. By signing the Agreement on Keeping a Transaction Account, the User shall affirm that they have been acquainted with the General Terms and Conditions prior to concluding the Agreement and they fully agree thereto.
- (6) Upon the entry into force of these General Terms and Conditions, the existing General Terms and Conditions of Keeping Transaction Accounts shall cease to be in force. As from June 14th 2019, these General Terms and Conditions shall apply to Agreements on Opening and Keeping Transaction Accounts which have been concluded on the basis of the previous General Terms and Conditions of Keeping Transaction Accounts.
- (7) Provisions of the Agreement which have been applied by the Bank and the User to settle matters relating to Agreements on Keeping Accounts and Performing Payment Services until the enactment of these General Terms and Conditions and which are contrary to the Payment Services and Systems Act (ZPlaSSIED) shall be deemed to have been substituted by provisions of the ZPlaSSIED.
- (8) The User shall have the right to require, at any time, a copy of their Agreement and these General Terms and Conditions in the paper form or on some other Permanent data carrier.
- (9) The law of the Republic of Slovenia shall apply to the performance of services in accordance with these General Terms and Conditions and to their interpretation.
- (10) If the User finds that there has been a violation constituting an offense under the ZPlaSSIED during the performance of services on the basis of these General Terms and Conditions, they 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) The General Terms and Conditions shall be drawn up in the Slovene language.
- (12) These General Terms and Conditions shall apply as from June 14th 2019.