

GENERAL TERMS AND CONDITIONS OF KEEPING TRANSACTION ACCOUNTS AND PURSUING PAYMENT SERVICES FOR LEGAL ENTITIES, ENTREPRENEURS AND INDEPENDENT PROFESSIONAL OCCUPATIONS

I. Definitions

Individual terms specified in these General Terms and Conditions of Keeping Transaction Accounts and Pursuing Payment Services for Legal Entities, Entrepreneurs and Independent Professional Occupations (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., Ameriška ulica 2, 1000 Ljubljana, Slovenia, Swift designation BACXS122, info@unicreditgroup.si, www.unicreditbank.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; the supervisory authority is 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 dating from January 3rd 1994, page 3);
- (3) **Non-Member State** shall mean a country that is not a Member State under item 2 of this chapter;
- (4) **The User** shall be a Legal Entity, an Entrepreneur, an Independent Professional Occupation, a Community or a Civil Law Entity, who is represented by a statutory representative or an authorised person, and who uses payment services as the Payer, the Recipient of Payment or both and who concludes a Contract with the Bank on keeping a Transaction Account (hereinafter referred to as: the Contract);
- (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) **Independent Professional Occupation** shall be a private individual, who is not an Entrepreneur and who is conducting a certain registered or legally determined independent activity such as a notary, doctor, lawyer, farmer and similar;
- (7) **Entrepreneur** shall be a private individual, who is conducting a certain gainful activity on the market within the framework of an organised company;
- (8) **Payer** shall be a legal entity or a private individual, who orders a Payment Transaction by issuing a Payment Order or who ensures a Consent to implementation of a Payment Order issued by the Recipient of Payment;
- (9) **Recipient of Payment** shall be a legal entity or a private individual, who is the intended Recipient of funds, which are the subject of a Payment Transaction;
- (10) **Payment Service Provider** shall be an entity that can implement payment services, including the Bank;
- (11) **Payment Account** shall be an account opened by the Payment Service Provider in the name of the User that is used to implement Payment Transactions;
- (12) **Transaction Account** (hereinafter referred to as: Account) shall be a Payment Account opened and managed in the name of the User by the Bank in order to implement Payment Transactions and for other purposes connected with implementation of bank services for the User;
- (13) **Fiduciary Account** shall be a special transaction account opened by the Accountholder in their name for the account of one or more third parties. The Fiduciary Account shall not be changed into an ordinary transaction account and vice-versa;
- (14) **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;
- (15) **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;
- (16) **Third Party Providers (TPP)** shall be the registered providers permitted by the relevant competent authority 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>);
- (17) **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;
- (18) **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;
- (19) **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;
- (20) **Payment Transaction** shall be the action of deposit, transfer or drawing of funds ordered by the Payer or in their name or ordered by the Recipient of Payment, where the implementation of a Payment Transaction via Bank is independent from basic obligations between the Payer and the Recipient of Payment;
- (21) **Remote Payment Transaction** shall be a Payment Transaction ordered via the Internet or a remote communication device;
- (22) **Instant payment** – a domestic or cross-border credit payment in euros with immediate settlement and approval of the payee's account.
- (23) **Verification of Payee (VoP)** – a security feature that verifies the match between the first and last name or title of the payee entered by the payer in the payment order and the first and last name or title of the account holder to whom the payment is being made
- (24) **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 Republic of Slovenia;

- (25) **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;
- (26) **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;
- (27) **The SEPA area** shall be an area comprising countries of the European Union with overseas territories as well as Switzerland, Liechtenstein, Norway, Iceland and Monaco;
- (28) **Payment Order** shall be the Payer's or the Recipient's of Payment instruction to the Bank to implement a Payment Transaction (including for example ordinary payment order, standing order, and direct debit);
- (29) **Credit Payment** shall be a Payment Service, where the Payer orders the Bank to implement individual Payment Transactions or more Payment Transactions, including standing order, from their Payment Account to the credit of the Recipient of Payment's Payment Account;
- (30) **Maestro Corporate Card / Business Debit Mastercard** shall be a debit card with immediate payment or with reservation of funds on Transaction Account (hereinafter referred to as: the Card);
- (31) **Payment Instrument** shall be each instrument or a series of processes or both, which has or have been agreed upon between an individual user and his bank, and which is or are related only to this user to be applied when ordering a Payment Order (e.g. the Card);
- (32) **The Cardholder** shall be a private individual authorised by the User to use the Card;
- (33) **Automated Teller Machine or ATM** (hereinafter referred to as: ATM) shall be a machine used for the conduction of Payment Transactions, e.g. cash withdrawals and deposits, payments of invoices;
- (34) **Point of Sale** shall be a place where a purchase of goods or services is conducted (e.g. a POS terminal, an online shop, a catalogue, over-the-phone sales);
- (35) **POS Terminal** shall be an electronic reader at the Point of Sale, used for electronic transfer of data between the Point of Sale, the processing centers and the Bank when a purchase is made with the Card;
- (36) **Personal Identification Number or PIN** (hereinafter referred to as: PIN) shall be a number used for verifying executed Payment Transactions with cards at Points of Sale or ATMs;
- (37) **Skimming** shall be the process of copying a Card and using its duplicate without the knowledge or the Consent of the Cardholder;
- (38) **Card Blocking** shall be the action of revoking the authorisation to continue using the Card;
- (39) **Coverage on the Account** shall be the sum of positive balance and the authorised overdraft facilities on the Account;
- (40) **Value Date** shall be the day when the Bank grants or charges the User's Account and the reference day used to calculate interest associated with debiting or crediting the account funds;
- (41) **Business Day**: if the Recipient of Payment's Account is with the Payment Service Provider based within the area of the Republic of Slovenia, then a Business Day shall be every day other than Saturdays, Sundays and public holidays, under applicable legislation. If the Recipient of Payment's Account is with the provider of Payment Services, which is based outside of the Republic of Slovenia, then a Business Day shall be every day, which is a Business Day in the Republic of Slovenia and is, at the same time, a Business Day of all participants included in the implementation of an individual Payment Transaction;
- (42) **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 (e.g. paper form of a message or electronic form of a message in PDF form submitted to electronic banking systems or per e-mail);
- (43) **Uniform Identification Code** shall be the number of the User's Transaction Account or another Uniform Identification Code of the User with the Bank;
- (44) **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,
 - a PIN number typed in correctly or the Cardholder's signature,
 - a correctly keyed information about the card,
 - in case of 3-D Secure online purchases a correctly keyed information about the card and confirmation in a mobile bank using biometric data or a PIN code,
 - in case of contactless operation up to a certain amount, the act of placing the contactless card near the POS Terminal;
- (45) **An authorised payment transaction** is a payment transaction where the payer has given consent to the payment transaction prior to its execution or (when so agreed by the payer and the payment service provider) after the payment transaction execution;
- (46) **An unauthorised payment transaction** is a payment transaction executed without a payer's consent to execute it;
- (47) **ZPLASSIED** shall be the abbreviation used by these General Terms and Conditions referring to the Payment Services, Services of Issuing Electronic Money and Payment Systems Act (the Official Gazette of the Republic of Slovenia No. 7 dating from February 7th 2018);
- (48) **FATCA**: Foreign Accounts Tax compliance Act is the legislation that regulates compliance with the US taxation related to the accounts abroad;
- (49) **CRS**: Common Reporting Standard determines rules on identification and reporting certain financial data to a foreign country.
- ## II. In General
- (1) By means of these General Terms and Conditions the Bank shall define terms for concluding and terminating contracts on keeping Transaction Accounts, of keeping Transaction Accounts, of Corporate Maestro Card and Business Debit Mastercard Transactions, time-limits related to implementation of Payment Transactions, remuneration of funds on Transaction Accounts, fees and costs related to implementation of Payment Services, methods and time-limits related to notifying of the Users of Accounts, responsibility of the Bank and validity of General Terms and Conditions.
- ## III. Protection of Personal Data and Confidential Information
- (1) The Bank is the controller of personal and other confidential data of the User, which is acquired in establishing a business relationship and continued operation 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/or authorised persons) and associated Users (and/or authorised persons) are acquainted with and agree that the Bank can save a copy of their personal ID in electronic form to the place where other documents on individual User are saved and to all places where documents on all connected Users are electronically saved.

IV. Opening a Transaction Account

- (1) A legal relation between the Bank and the User shall be created on the date of signing the Contract on Keeping of a Transaction Account (hereinafter referred to as: the Contract). Prior to concluding the Contract, the Bank shall forward the User its General Terms and Conditions.
- (2) The Bank shall open an Account for the User if he meets the following requirements and conditions:
 - Submits a complete application for opening an Account,
 - Submits all the necessary documentation enabling identification of the User and persons authorised for disposing of funds on the Account taking applicable legislation into consideration, and when identity and identification of the client has been established in accordance with applicable legislation,
 - Submits all necessary data for keeping of account register, other documentation in accordance with applicable legislation and any other documentation required by the Bank.
- (3) Not later than within five working days after receipt of the application for opening an Account and complete required documentation, the Bank shall either grant or deny the application. The User may begin conducting his activities via the Account on the first Business Day after the Account has been opened.
- (4) The bank has the right to refuse the application without stating a reason.
- (5) If the authorised person of the statutory representative is opening an Account on behalf of the User, he shall prove his identity by means of a certified written authorisation provided by the statutory representative. The written authorisation shall include all required personal data of the statutory representative and the authorised person in accordance with applicable legislation.

V. Keeping a Transaction Account

- (1) The Bank shall undertake to conduct Payment Services for the User via his Account within available Coverage on his Account.
- (2) Positive balance of the Account shall be the sight money deposit with the Bank.
- (3) Only the User's statutory representatives or their authorised persons shall be free to use funds on his Account. Using of funds shall be unlimited except when it is otherwise provided by provisions.
- (4) The User may authorise the third party to dispose of funds on his Account with a notice in writing. The beneficiary's signature on the authorisation shall be notarised, unless the authorisation is given in the presence of a Bank employee. The authorisation shall include all required personal data on the statutory representative and authorised person in accordance with applicable legislation. The authorisation shall not involve the right of further issuing of authorisations and the right to closing of the Account. The authorised person shall deposit his signature with the Bank on the form Authorisation for disposing with Funds on a Transaction Account.
- (5) The authorisation shall remain valid until the Bank receives written cancellation of the authorisation by the statutory representative, official notification on the death of the authorised person or until the reception

of official notification on liquidation of legal entity in any of the Bank's business units. The responsibility for potential damage occurred until the reception of authorisation cancellation and for the next 24 hours since the reception of authorisation cancellation shall be assumed by the User.

- (6) The Bank shall keep the Account in Domestic and individual Foreign Currencies.

VI. Implementation of Payment Orders and Notifying Users about Implemented Payment Transaction

- (1) Payment Orders, which the User submits to the Bank, shall be completed in accordance with legal provisions, standards of payment systems, the Instructions and Methods of Completing Payment Orders and these General Terms and Conditions. The Order may be submitted in paper or electronic form.
- (2) Description of Payment Order statuses:
 - a Payment Order is received when the User who ordered the Payment Order presents it to the Bank's ownership in accordance with the General Terms and Conditions by submitting it at the bank counter, via electronic or mobile banking systems. It shall be deemed that the Bank receives the Payment Order when it is submitted in the above described way, regardless of any prior participation of the Bank in the process of forming and ordering of a Payment Order,
 - a Payment Order is implemented when the amount on the Payer's account is debited and credited to the Recipient's account if they both have an account with the same Bank, or when the amount on the Payer's account is debited, the order for approval is forwarded and the Recipient's or intermediate Payment Service Provider is guaranteed to receive the credit if the Recipient's account is with another Payment Service Provider with registered seat in 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 implement 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 terms stated in the item one of this chapter have been complied with, if Coverage is ensured for the Order on the Account, if the Order is correct, legible and complete (without any corrections), if the order is not in breach with these General Terms or Bank's internal policies and if there are 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 statutory representative or the person authorised for disposal of funds on 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, it shall be considered that it has received the Payment Order on the following Business Day.
- (6) Payment Order shall be made out to the implementation on the same day or on a Business Day fixed in advance, but for maximum 180 calendar days in advance. Compliance with the conditions for implementation of the Payment Order shall be checked on the value date. Payment orders submitted for implementation in advance shall be processed on the value date if they comply with all conditions for it.
- (7) Payment Order 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 favour 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 Uniform Identification Code on a Payment Order, the Bank shall not be responsible for incorrect implementation of the Payment Transaction.

- (10) If the User also submits to the Bank other data beside the Uniform Identification Code or other data the Bank requires for the implementation of a Payment Order, the Bank shall be responsible only for the implementation of a Payment Transaction in accordance with the Uniform Identification Code submitted by the User.
- (11) The User shall be responsible for accuracy and completeness of data on the Payment Order.
- (12) Payment Orders shall be processed according to the order of receipt and within the amount on the account, i.e. an order exceeding the account limit shall not be processed until a suitable account balance is provided. Payment orders received later and with a value lower than the account balance shall be processed before the order exceeding the account limit, unless otherwise agreed by the Bank and the User. In any case, the Bank takes the statutory determined priorities into account.
- (13) Payment Orders shall be implemented in accordance with the respective valid Business Hours.
- (14) Instant payment orders shall be executed within 10 seconds of receipt of the payment order, every day of the year.
- (15) In case of Cross-Border and other Payment Transactions, the Bank shall ensure the implementation time-limit set out in its Business Hours, normally only to the first bank participating in mediation or implementation of the Order for payment.
- (16) For SEPA domestic payment transactions, the User shall beside the Uniform Identification Code also fill out the Purpose Code, which serves the Recipient of Payment for determining a purpose of payment. The Purpose Codes are published as an Appendix to the Instruction and Methods of Completing Payment Orders.
- (17) The Payer's Bank shall transfer the purpose of payment to the Recipient's Bank in accordance with the Instruction and Methods of Completing Payment Orders.
- (18) The Payer may cancel a Payment Order at any time by withdrawing his Consent for the implementation of the Payment Order and by withdrawing authorisation for the Payment Order or Direct Debit. Each Payment Transaction implemented after cancellation shall be considered as unauthorised. It shall be impossible for the Payer to cancel a Payment Order after the Payment Order for the implementation of a Payment Transaction has become irrevocable, i.e. after it has been received by the Recipient's Payment Service Provider, unless otherwise determined for individual cases by these General Terms and Conditions.
- (19) If a Payment Transaction is ordered by the Payment Initiation Service Provider, Recipient of Payment or the Payer via the Recipient of Payment, it shall be impossible for the Payer to cancel the Payment Order after the Consent to the Payment Initiation Service Provider to order a Payment Transaction or after the Consent for implementation of the Payment Transaction has been given for the benefit of the Recipient of Payment. However, in case a Payment Transaction is ordered by the Recipient of Payment by means of Direct Debit, the Payer may cancel the Payment Order, which has been ordered by the Recipient of Payment by the end of the Business Day prior to the day of charging the Payer's Account in accordance with the Business Hours.
- (20) If the date of Payment Order execution is determined in advance, the Payer can cancel the Payment Order by the end of the business day preceding the day determined as the value day at the latest in accordance with the Business Hours.
- (21) Upon expiry of time-limits stated in item 18 and 19 of this chapter, the User may cancel the Payment Order only on the basis of an agreement 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 to cancellation of the Payment Order after expiry of a time-limit determined in item 18 of this chapter.
- (22) The User may dispose of funds on his Account when the amount of the Payment Transaction has been authorised on the Bank's Account in accordance with implementation time-limits of Payment Transactions, which are set out in the Bank's Business Hours, and when the Bank receives all the necessary data to authorise the User's Account. If the credit Payment Orders do not include all necessary data on the Payer or Recipient of Payment, the Bank credits the Recipient of Payment's account on the same business day if it determines the missing data by itself. If the data on the Recipient of Payment or Payer has to be acquired from the Payer's bank, the Bank credits the Recipient's account when the data is acquired.
- The Bank can reject an incoming payment or crediting the payee's account
- if accepting the incoming payment or its purpose would cause a breach of financial sanctions defined in article XV. of these General Terms,
 - if accepting the incoming payment would be against internal risk mitigation measures and policies of the Bank,
 - if the payee fails to provide the Bank, on Bank's request with documentation needed to establish the compliance of the payment.
- (23) 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 received Payment Transaction, the Bank shall execute currency conversion and credit the Account of the User in Domestic Currency. The User is informed of having received a foreign payment via email or electronic banking systems.
- (24) If a day when funds are granted on the Account of the Recipient's bank is not a Business day, it shall be considered that the Recipient's bank has received funds for the Recipient on the first following Business Day.
- (25) Incorrect charge or authorisation of the Account without an Order provided by the User, which is a result of a mistake or an error of the Bank, its outsourcers or another Payment Service Provider, shall be eliminated by the Bank by means of a contra entry so that the state of the Account remains unaltered. The Bank shall notify the User about it by means of a statement of balance and transactions sent in the manner agreed upon. If the User opposes such reconciliation (correction), the Bank shall immediately restore the situation to that prevailing prior to receipt of a well-founded complaint.
- (26) The Bank can reject a payment order (even if it is ordered by a Payment Initiation Service Provider) if not all condition are met for successful processing of the payment order, which is described in detail in the following item. The Bank shall inform the User about the refusal and – if possible – about the reasons for refusal and the procedure for correction of errors representing the cause for refusal, unless forbidden by special regulations (i.e. a law for prevention of money laundry and terrorism financing). The Bank shall forward the notice or make it available to the User at the first chance; however, by the due date determined for implementation of the Payment Order mentioned in the Bank's Business Hours at the latest.
- (27) Payment Orders shall be rejected if:
- there is no balance on the account enabling the implementation of the receive Payment Order until the time set in the Business Hours,
 - the data on the Payment Order is incorrect, illegible or incomplete,
 - the submitted Payment Orders include corrections (of dates and other data),
 - there are statutory obstacles or the Bank receives a decision by an authority prohibiting implementation of payment orders (e.g. writ of execution, insurance etc.),
 - if the execution of the payment order would cause a breach of financial sanctions defined in article XV. of these General Terms,
 - if the payer fails to fulfil the obligations defined in Article. XIII. 3 of these General Terms.
 - if the execution of the payment order would be against internal risk mitigation measures and policies of the Bank,
 - if the payer fails to provide the Bank, on Bank's request, with documentation needed to establish the compliance of the payment.

Instant payment order is also rejected if the bank does not receive confirmation of the execution of the payment order from the payment system in a timely manner.

The payment order from a SEPA cross-border and domestic direct debit shall be rejected also if:

- the Bank has not received a notice on the issued consent for the Recipient of Payment,
 - the data on the Payment Order does not match the data on the issued consent.
- (28) The refusal of payment orders from a mass payment batch shall be implemented so that the total sum of the mass payments batch is reduced for the amount of the refused payment orders. Payment orders that meet the specified conditions are processed.
- (29) By rejecting the Payment Order it shall be deemed that the Bank has not received the Order.
- (30) The User shall be obliged to notify the Bank immediately and without any delay about an unauthorised, incorrectly implemented and/or an unexecuted Payment Transaction as soon as he has found out that such Payment Transactions have occurred, but not later than within two months following the day of the charge and/or authorisation of the Account.
- (31) The Bank shall inform the User on implemented Payment Transactions on his Account by means of a statement including his outstanding balance and transactions. The Bank shall send the statement to the User at least once monthly in the manner agreed upon.

VII. Other Bases for Charging a Transaction Account

- (1) In case of payment of domiciled notes issued or accepted by the User, the Bank shall, in accordance with legal provisions regulating Payment Services and realisation of domiciled notes with banks and within the framework of available Coverage, charge the User's Account also on the basis of a submitted domiciled note if it contains a clause establishing that the note is payable with the Bank (domiciliary clause) and if the Bank receives all the necessary data for realisation of the note from the holder of the domiciled note. It shall be considered that a domiciled note includes an irrevocable authorisation provided by the User to the holder of the note to order implementation of a Payment Transaction in accordance with the issued domiciled note as well as an irrevocable Consent of the User to his Bank to order implementation of the Payment Transaction to the debit of his funds.
- (2) In case the Bank receives the following documents issued by the Court, the Financial Administration of the Republic of Slovenia or other competent authority, namely, a decree for execution, collateral or in other cases of compulsory interventions of authorities of the state into the User's funds on his Account, the Bank shall enable the User disposal of funds (Coverage) on his Account in the amount as it results from the decree or any other official document and shall act in accordance with the contents of the document. In cases of execution, the Bank shall not verify the relationship between the User of the Account and the person designated as the creditor in the decree for execution or collateral or in any other official document.
- (3) In case the Bank receives an enforcement draft, it shall preclude the User to dispose 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 realisation 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 authorisation of the User of the enforcement draft to the creditor to require the realisation 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 authorisation 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. The enforcement draft shall refer only to a certain amount in Euro.

- (4) In case the Bank has claims from any contractual relationships towards the User, the User shall agree with the implementation of a Payment Transaction to repay the Bank's claim. If there are not enough funds on the Account in the Payment Currency, the Bank may implement conversion from other currencies of the User's Account.
- (5) 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 currency onto which the Account is made out. If there is no conversion order, the Bank shall reject the Order.
- (6) If the Bank has to realise a payment from the User's Account without the User's Consent (e.g. under the head of court, tax and other provisions of authorities of the state) and there are not enough funds on the Account in the Payment Currency and, at the same time, the User does not provide a conversion order to the Bank, the Bank shall implement conversion from other Foreign Currencies of the User's Account.

VIII. 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 supplying such services.
- (2) Bank overdraft (overdraft limit) on the Account shall be a Contract-bound loan relationship between the Bank and the User on the Account.
- (3) Direct Debit shall be a Payment Service, where the Recipient of Payment orders a Payment Transaction to debit of the Payer's Account on the basis of the Payer's Mandate.
- (4) The SEPA Direct Debit shall be a Payment Service governed by the rules of the SEPA scheme for Direct Debits for the implementation of payments in euros within the SEPA area. Liabilities of the Payer towards the Recipient shall be settled by a Direct Debit of the Payer's account on the basis of data, which the Recipient of Payment submits to its bank. The Payer shall submit its Mandate for the SEPA Direct Debits in the following way:
 - For the SEPA B2B Direct Debit scheme, the Payer shall submit the Mandate to the Recipient of Payment and it shall be obliged to submit to its Bank a notice on the issued Mandate together with the mandatory information set out by the rules of the Scheme. The Payer can change or revoke the Mandate with the Recipient of Payment. Also, the Payer shall be obliged to notify its Bank about changed and revoked Mandates. At each Transaction of the SEPA Direct Debit, the Bank shall be obliged to verify the Transaction by means of information stated in the Mandate, and if the data from the Transaction match the data stated in the Mandate, the Transaction is conducted. In case the Payer does not provide information about the given Mandate to the Bank, the latter shall be obliged to deny the implementation of the SEPA Direct Debit. It

shall not be possible for the Payer to require refund of funds after a SEPA Direct Debit has been implemented.

- For the SEPA Core Direct Debit scheme, the Payer shall submit the Mandate for debiting the account with the Recipient of Payment. The Payer may change or cancel the Mandate with the Recipient of payment. The Payer may require a refund of funds after the execution of the SEPA direct debit in accordance with rules of the Scheme.

The Bank shall not implement a SEPA Direct Debit if the Payer cancels its implementation. The Payer shall have the right to cancel the implementation of an individual SEPA Direct Debit in accordance with applicable business hours. Cancellation may refer only to an individual and specified payment of liabilities and shall not mean a notice on the cancellation of the Mandate. The Bank shall not be responsible for any damage on the side of the Recipient or the Payer, which might have been caused under the head of the cancelled individual SEPA Direct Debit. The Bank shall not be responsible for complaints arising from the contractual relationship between the Payer and the Recipient of Payment.

Rights and obligations between the Bank and the Recipient of payment shall be covered by the Agreement on the Performance of SEPA Direct Debit Payment Services and the General Terms and Conditions of Conducting Transactions with the SEPA Direct Debit for Recipients of Payment.

- (5) A Standing Order shall be a written order by the User to the Bank to make credit payments in equal amounts regularly or on dates determined in advance.
 - (6) SEPA Mass payment is a payment that debits the Payer's account with total sum of all payments in a package and credits more Payment Accounts of one or more Recipients of Payments with each individually determined amount. Sending mass payments shall be implemented through systems of electronic banking.
 - (7) Automatic Fund Transfer between Accounts shall be a Contract-bound relationship between the Bank and the User for fund transfer between selected Accounts of the User with the Bank.
 - (8) "Cash pooling" (merging of funds on Accounts) shall be a service of covering debit balances on participating Accounts chargeable to the main Account and transferring bank balances from participating Accounts to the credit of the main Account. The service shall be bound by a contractual relationship between partaking banks and companies participating in the "Cash pooling" structure.
 - (9) The use of a day-night depository for cash deposits shall be enabled to the User on the basis of a Contract on the Use of a Day-Night Depository, which is concluded with the Bank, and the General Terms and Conditions for the Use of a Day-Night Depository.
 - (10) 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 Payer 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 Payer.
 - Confirmation of availability of funds: At the request of the Payment Service Provider issuing card-based payment instruments, 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. The Payer 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 Payer'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 authentication processes

are taken into consideration which the Bank is offering to the User in account transactions online.

IX. Corporate Maestro Card and Business Debit Mastercard Card Issuing

- (1) The Bank may issue the Card to any Cardholder who is authorised to dispose of funds on the Transaction Account and who has been authorised by the User to use the Card on the basis of the submission of a correctly completed Application for a Corporate Maestro Card or Application for issue of Business Debit Mastercard (hereinafter referred to as: Application for a Card), if the User meets the following requirements and conditions:
 - Has a Transaction Account with the Bank.
 - Submits a complete Application for a Card.
- (2) By signing the Application for a Card, The User and the Cardholder shall accept all the terms and conditions listed in these General Terms and Conditions.
- (3) The Cardholder shall receive a Card and a PIN number, which shall be sent separately to the last known address of the User which was last communicated by the User on the form »Data on Customer« or other form for the purpose of reviewing the customer or updating customer data in accordance with ZPPDFT-1 and which the Bank has in its register. If the address is in the Republic of Slovenia, the card is sent to this address. If this address is not in the Republic of Slovenia, the card is sent to a bank branch, where the User can pick it up in person.
- (4) The Bank shall decide whether to issue a Card in accordance with its business policy.
- (5) If the User and Cardholder act in compliance with these General Terms and Conditions, the Bank shall issue a new Card to the Cardholder before the expiry date of the old Card and without requiring a new Application for a Card. The Card shall be sent to the last known address of the User which was last communicated by the User on the form »Data on Customer« or other form for the purpose of reviewing the customer or updating customer data in accordance with ZPPDFT-1 and which the Bank has in its register. If the address is in the Republic of Slovenia, the card is sent to this address. If this address is not in the Republic of Slovenia, the card is sent to a bank branch, where the User can pick it up in person.

Card Use and Characteristics of the Card

- (1) The Card shall be issued to the name of the User and the Cardholder and shall be equipped with a security chip.
- (2) The Card shall be valid until the last day of the month specified on the Card.
- (3) The Cardholder may use the Card
 - a. To pay for goods and services at points of sale within the framework of coverage on their transaction account and the daily set overdraft limit,
 - b. To withdraw money on ATMs marked by the Maestro, Mastercard or Cirrus mark, in Slovenia and abroad, within the framework of coverage on their transaction account and the daily set overdraft limit, and
 - c. To deposit cash automatically on specifically designated ATMs in Slovenia.
- (4) The Cardholder shall not use the card for illegal purposes, including purchases of goods and services that are prohibited by the legislation of the Republic of Slovenia.
- (5) When purchasing goods or services at a Point of Sale, the Cardholder shall type in the PIN number, if the Point of Sale supports chip technology. Otherwise, the Cardholder shall sign the proof of purchase (hereinafter referred to as: Receipt). The signature on the Receipt must be identical to the signature on the card. The Cardholder shall keep one copy of the Receipt for his records. Contactless operations are operations with cards with no direct contact between the card and the POS Terminal, which means that for implementation of Payment Transaction

the card does not need to be inserted in the POS Terminal, it only needs to be placed near it. When carrying out contactless operations up to a certain amount of purchase, the PIN number does not need to be entered or the proof of purchase does not need to be signed. The amount to which contactless operations without the PIN number or signature of the proof of purchase are possible is published on the Bank's website www.unicreditbank.si/brezstično and can be changed at the discretion of the Bank. This amount may differ among various countries. Contactless cards issued by UniCredit Banka Slovenija d.d. are cards issued after November 1st 2017. If the Cardholder wishes to perform transactions with a mandatory PIN entry regardless of the amount, they can agree at the Bank's business unit to disable the payment without the PIN entry. In case of contactless operation up to a certain amount, a consent for implementation of Payment Transaction shall be deemed the act of placing the contactless card near the POS Terminal.

(6) Upon a purchase of goods and/or services via the internet, the Cardholder performs the payment by card in two ways:

- a. At an online Point of Sale with the Mastercard SecureCode or Mastercard ID Check sign, payment by card is performed in accordance with the General Terms and Conditions of 3-D Secure service - UniCredit Bank, as available on the Bank's website;
- b. At an online Point of Sale not marked with the Mastercard SecureCode or Mastercard ID Check, payment by card is performed by submitting the information about the Mastercard card (card number, card validity and security code, if requested) to the Point of Sale.

A 3-D Secure is a service that enables better protection when making online purchases with Maestro card and Business Debit Mastercard on Point of Sale with Mastercard SecureCode or Mastercard ID Check. The Bank uses strong customer authentication or requires that the elements of two-factor authentication are used, confirming the identity of the User by validating online purchases in a mobile bank using biometric data or a PIN code.

By submitting Card data to the Point of sale and, if requested, by confirming in a mobile bank using biometric data or a PIN code, the Cardholder guarantees that the transaction amount is correct and that it will be settled in accordance with the Agreement and these General Terms and Conditions.

- (7) If the Cardholder has granted his Consent for the implementation of a Payment Transaction, the Transaction cannot be revoked. The Transaction can only be revoked upon an explicit agreement between the Cardholder and the Point of Sale.
- (8) The daily limit shall be the authorised total daily amount of implemented Payment Transactions. The amount of the daily limit shall be fixed upon agreement between the User and the Bank by the signing of the Application for a Card and separately for the withdrawal of cash from ATMs and for payments for goods and purchases at Points of Sale.
- (9) The User may apply for a change of his daily limit. The Bank shall decide whether to change a daily limit according to the General Terms and Conditions and its business policy.
- (10) The Holder shall deposit banknotes into the User's business account.
- (11) The Holder shall deposit banknotes in the domestic currency valuing 10, 20, 50 or 100 EUR. A deposit may contain up to 100 banknotes.
- (12) The Holder must insert into an ATM leveled banknotes without any paper clips otherwise they may damage the ATM. The User shall undertake to pay the Bank compensation for the damage caused to the ATM.
- (13) 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 Cardholder thereof by a notice on the ATM 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 User shall visit the business unit, where their transaction account is kept.

- (14) The Bank may 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.
- (15) Deposited cash, which has not been kept, shall be available on the User's transaction account immediately after the successful deposit. The Cardholder 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 individual ATM's operation.

Measures that shall be assured by the Cardholder and the User when using the Card

- (1) The User and the Cardholder shall use the Card according to these General Terms and Conditions.
- (2) The Card shall not be transferable and shall only be used by the Cardholder.
- (3) The Cardholder shall not give the Card to a third person or intentionally dispose of the Card in any other manner that would enable an unauthorised use of the Card.
- (4) The Cardholder shall take measures to protect the security elements of the Card immediately after receiving the Card:
 - the PIN number notice must be destroyed immediately after it is received, while the PIN number must be memorised,
 - the PIN number must not be disclosed to anyone, must not be stored with the Card and written on the Card,
 - the PIN number must not be accessible to a third person after the occurrence of a damage event,
 - the Card must be signed immediately after it is received, and an unsigned Card shall be deemed invalid. The User is responsible in the event of damage.
- (5) In case the Cardholder locates his Card after it was revoked, he shall not use it. He shall inform the Bank, destroy the Card and return it to the Bank.
- (6) The User shall return the Card to the Bank, after an authorisation to an individual Cardholder has been revoked, after the closing of a Transaction Account or in the event of the death of a Cardholder. If the User should fail to return the Cardholder's Card, he shall be deemed responsible for any consequences arising from an unauthorised use of the Card, after it has been revoked.
- (7) If the Cardholder should consent for the Card to be taken out of his field of vision at a Point of Sale, he shall do so at his own responsibility. The Bank shall not be responsible for the misuse of a Card at a Point of Sale.
- (8) The Cardholder shall immediately report any instance of loss, theft or suspicion of misuse or misuse of his Card immediately and without delay to the Bank's 24-hour line at the telephone number + 386 (1) 583 41 83. The Cardholder shall also report any instance of theft or suspicion of misuse or misuse of his Card to the police. The Bank shall block the Card at the day of receipt of the report. The Cardholder shall also issue a written report of any instance of loss, theft or suspicion of misuse or misuse of his Card at any of the Bank's business units. In case of theft, suspicion of misuse or misuse of the Card the Card holder must at the request of the Bank attach to the application a copy of the report of the theft or suspicion of misuse or misuse to the police.
- (9) The User shall be responsible for any damage arising from the loss, theft or misuse of a Card up to the moment of the report and for the next 24 hours.
- (10) The Cardholder shall keep the receipts of the Payment Transactions conducted with the Card. Upon receipt of his monthly outstanding balance and transactions statement, the User shall compare the conducted Payment Transactions specified in the statement with the kept receipts of the Payment Transactions made with the Card and verify that they are congruent.

- (11) The owner of the Card is the Bank and, consequently, the User or Cardholder shall immediately return it to the Bank, if the Bank should request so. The use of an invalid Card is forbidden.

Limits to the Use of the Card and Notifying Users about Implemented Payment Transaction with the Card

- (1) The Bank may block an individual Card at any time and without the Consent of the User or Cardholder, in accordance with its business policy.
- (2) The Bank shall immediately issue a written note to the User in the event of a Card Blocking, with the exception of such cases in which this would be incongruent with the current legislation. The User shall inform all the Cardholders in the event of the Card Blocking. The Card shall be deemed blocked with the day on which the notice of change was sent to the last known address of the User, which was last communicated by the User on the form "Data on Customer" or other form for the purpose of reviewing the customer or updating customer data in accordance with ZPPDFT-1 and which the Bank has in its register.
- (3) In case of overdue outstanding obligations, the Bank may block a Card or confiscate a Card and the User shall be liable under the provisions of the law of obligations. On the basis of a notice sent by the Bank, a Card may also be confiscated at a Point of Sale.
The Bank shall inform the User on implemented Payment Transaction with the Card by means of a statement including his outstanding balance and transactions. The Bank shall send the statement to the User at least once monthly in the manner agreed upon.
- (4) The Bank excludes the application of the provision of Article 3a of EU Regulation 2019/518 of the European Parliament and of the Council of 19 March 2019 amending Regulation (EC) no. 924/2009 regarding informing with electronic message about currency conversion charges related to card-based transactions. The Bank shall not send the User an electronic message with information after receiving a payment order for a cash withdrawal at an ATM or a payment at the point of sale that is denominated in any Union currency that is different from the currency of the payer's account.

X. The rules on issuing of Universal payment order form (UPN)

- (1) The User shall issue Universal payment order UPN (hereinafter referred to as: UPN):
 - with the completed OCR line in accordance with the instruction Form, contents and usage of the universal payment order or
 - with QR code in accordance with the instruction Form, contents and usage of the universal payment order QR.
 Instructions are published on the website of the Bank Association of Slovenia www.zbs-giz.si.
- (2) The User is obliged to fill out the field reference of recipient in the OCR line or in QR code so that on the basis of information in this field and uniform identification code of the transaction at the request of the bank it can identify the debtor or the person with whom it has an agreement for the supply of goods or services and the purpose of payment:
 - in accordance with the Point 6, Article 3 of the Regulation (EC) No 1781/2006 of the European Parliament and of the Council (The Official Journal of the EU L345/1 8.12.2006) until 25 June 2017,
 - from 26 June 2017 onwards in accordance with the Point 5, Article 2 of the Regulation (EC) No 2015/847 of the European Parliament and of the Council (The Official Journal of the EU L141/1 5.6.2015).
- (3) The User as issuer of UPN with QR code is obliged to always fill out the field Name, street and place of the Payer by data of the debtor or the person with whom it has an agreement for the supply of goods or services and the purpose of payment.
- (4) The User as issuer of UPN with OCR line agrees that it can receive as the recipient of payment, after implementation of the payment, only data contained in the OCR line, but not other data recorded on the UPN form (name and surname or business name, address, purpose of payment).

- (5) The User is obliged to store the data on the debtor or the person with whom it has an agreement for the supply of goods or services (name and surname or business name and address) 5 years after the receipt of each payment on the basis of the uniform identification code of the transaction and the reference of the recipient, which is indicated in field reference in the OCR line or QR code of UPN.
- (6) The User shall submit data from the previous item to the bank within a time-limit, which is set by the bank. In case of termination of the contractual relationship, the User is obliged to submit to the bank data from the previous item in the appropriate format for all payments received on the basis of UPN with completed OCR line or QR code up to and including the date of termination of the contract.

XI. Verification of Payee, Bank Liability and Refund of Payment Transactions

- (1) The responsibility of the Bank and refunding of Payment Transactions for unauthorised, not implemented, irregularly implemented or late implemented Payment Transactions is in accordance with ZPlaSSIED. The Bank and the User shall agree that the used of ZPlaSSIED provisions is excluded by not using the Articles 146, 148 and 150 and by replacing Articles 137, 140 and 142 by the contents according to these General Terms and Conditions.
- (2) Verification of payee is an additional security service that allows the payer to check whether the name or title of the recipient entered matches the IBAN number and the name or title of the recipient at the recipient's bank. Recipient verification is performed before the payer confirms the payment order. Based on the verification, the payer receives one of the following notifications:

Perfect match – The entered recipient information corresponds to the data associated with the IBAN at the recipient's bank.

Partial match – a minor discrepancy has occurred with the records of the recipient's name or title. The payer simultaneously receives information about the correct or full name of the recipient with a notification of the match.

No match – The entered name or title does not match the name or title of the recipient associated with the entered IBAN.

Verification not possible – The system is currently unable to verify the recipient for the specified IBAN.

The payer can only confirm the execution of the payment order after receiving notification of a match, partial match, or no match

- (3) If the Bank is responsible for the failure to implement or for irregular implementation of a Payment Transaction, it shall immediately repay the Payer the amount of the failed or irregularly implemented Payment Transaction together with all charged fees excluding the interest.
- (4) The Bank shall relieve of the responsibility of refunding the amounts of failed, irregularly implemented, unauthorised or late implemented Payment Transactions, for fees and interest including especially, but not limited to the following cases:
 - If the implementation of an unauthorised, failed, incorrectly or late implemented Payment Transaction is a result of exceptional and unforeseeable circumstances which the Bank cannot influence or which it does not manage to influence despite all its efforts;
 - If the implementation of an unauthorised, failed, incorrectly or late implemented Payment Transaction is a result of the Bank's obligation arising from other legal provisions, which are binding for the Bank;
 - If the implementation of an unauthorised Payment Transaction is a result of the User's fraud or if the User has not complied with his obligations, deliberately or through gross negligence, in relation to the Payment Instrument;
 - If the Bank has implemented an unauthorised Payment Transaction, if it has incorrectly implemented a Payment Transaction or if it failed to implement a Payment Transaction on the basis of a falsified or modified Payment Order, which has been submitted to the Bank by the User;

- If the implementation of unauthorised Payment Transactions, which caused the loss, is a result of the use of a stolen, lost or abused Payment Instrument;
 - If the User has not immediately and without any delay notified the Bank about an unauthorised, incorrectly implemented and/or a failed Payment Transaction when he has found out that such Payment Transactions have occurred, but not later than within two months following the day of the charge or authorisation.
 - If the User has not immediately and without any delay notified the Bank about an unauthorised, incorrectly implemented and/or a failed Payment Transaction implemented with a Card when he has found out that such Payment Transactions have occurred, but not later than within 40 days following the day of the charge of the Transaction Account.
- (5) In case the User submits data and Payment Orders in form of unprotected records (e.g. e-mail, fax), the Bank shall not be responsible for any damage which may arise due to loss, delays during interchange, transformation or disclosure of data. The Bank shall not be responsible for any damage incurred during implementation of Payment Transactions implemented on the basis of Payment Orders, which have been submitted in the manner described above. Responsibility for a safe, correct and timely data transfer shall be borne by the User.
- (6) If the User applies a Payment Instrument for the implementation of a Payment Transaction, it shall be considered as proof of implementation of a Payment Transaction that the use of a Payment Instrument is sufficient evidence that the Payer has authorised and granted Consent for the implementation of a Payment Transaction.
- (7) The Bank shall ensure the User a correction if the User notifies the Bank about an unauthorised or incorrectly implemented Payment Transactions without any delay when he finds out that such Payment Transactions have occurred, but not later than 2 months following the day of the charge.
- (8) The Bank shall not be liable if the Payment Transaction is not executed, is not executed correctly or is executed late if the reason for not executing the Payment Transaction, not executing it correctly or executing it late is in acting of the intermediary or any third person involved in execution of the Payment Transaction according to regulation binding the intermediary or third person involved in execution of the transaction.
- (9) The Bank does not need to refund the amount of an authorised and correctly implemented Payment Transaction ordered by the Recipient of Payment or the Payer via the Recipient of Payment:
- If the Payer has granted his Consent for the implementation of the Payment Transaction without a specific amount of the Payment Transaction and
 - The amount of the Payment Transaction exceeds the amount, which the Payer might have legitimately expected considering amounts of past Payment Transactions, conditions of the Contract and other circumstances of the case.
- (10) The Bank shall not be responsible for any damage incurred to the User or Cardholder due to the inability to process card transactions by a Point of Sale, any other provider of Payment Services or an ATM. The Bank shall not be responsible for any damage incurred by the User or Cardholder, if a card transaction cannot be implemented at a Point of Sale, by any other Payment Services provider or at an ATM.
- (11) The Bank shall not be responsible for the quality of goods and services paid for by the Cardholder with the Card. Any disputes between the Cardholder and the Point of Sale shall not affect the obligations of the User or cardholder that arise from the use of the Card.
- (12) The Bank shall not be responsible for a delay on the part of the Point of Sale in the forwarding of information pertaining to a Payment Transaction implemented with the use of the Card. In case of a delayed Payment Transaction, the Bank shall charge the Transaction Account of the User on the day of receipt of information on the Payment Transaction.
- (13) 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.
- (14) 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 they detect that a subject is accessing their 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 their account. Information on working hours is published on the bank's website www.unicreditbank.si.
- (15) Paragraphs (13) and (14) of this Article shall apply only to users who are also users of the online and mobile banking system.

XII. Information

- (1) The User shall inform the Bank about all modifications related to his legal status, modifications of personal and other data of authorised persons and other data related to the Account or the Card transactions and which are stated in his application for opening of the Account and Application for a Card not later than within 5 days of the occurrence of modification. The Bank shall not be responsible for the damage incurred to the User due to non-compliance with obligations regarding information about modifications.
- (2) The bank shall send written notifications to the last known address of the User, which was last communicated by the User on the form "Data on Customer" or other form for the purpose of reviewing the customer or updating customer data in accordance with ZPPDFT-1 and which the Bank has in its register. 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 commits to deliver on the Bank's request the necessary documentation and information needed by the Bank to fulfil the customer check obligations.

XIII. Fees, Interest Rates and Exchange Rates

- (1) An overview of fees for conducting payment and other services shall be available to the User in the Bank's tariff. The Bank shall charge a respective fee amount to the User's Account after effected 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 supplying its services in accordance with the Bank's applicable tariff.
- (3) ZPLASSIED provisions regulating prohibition of charging special fees because of cancellation of the Agreement shall not apply.
- (4) The Bank excludes the application of the provision of Article 3b of EU Regulation 2019/518 of the European Parliament and of the Council of 19 March 2019 amending Regulation (EC) no. 924/2009 regarding certain fees for cross-border payments in the Union and fees for currency conversion. The Bank does not provide the payer with additional information before ordering a payment transaction when providing a currency conversion service related to a credit payment, which is ordered directly via electronic banking system or application Mobilna banka PRO!
- (5) The Bank shall remunerate funds on the Account within time-limits, in the manner and under interest rate specified by the applicable Bank's decision on the interest rate amount. The Bank shall attribute accrued interest at the end of a return period defined by the Bank and at closure of the Account.
- (6) In case of rate exchange, the Bank's exchange rate list for companies in force at the time of actual implementation of exchange shall apply (hereinafter referred to as: the Exchange List). The Exchange List shall be bound to the Exchange List of the European Central Bank. It is also published on the Bank's website (www.unicreditbank.si) and in the Bank's business units.
- (7) Buying and selling rates from the daily Bank's Exchange List for companies shall apply for Domestic/Foreign Currency exchange and Foreign Currency/Foreign Currency exchange. The daily Bank's Exchange List for companies shall be in force at the moment of exchange implementation unless the contracting parties agree otherwise, on a case by case basis.
- (8) The User shall fulfill any obligations incurred through the use of the Card at home and abroad in euros. In case of obligations incurred through the use of the Card in countries where the euro is not the legal payment currency, the amount in the local currency shall be converted to USD and then in euros using the MasterCard International exchange system.
- (9) The provisions of ZPLASSIED regarding the subsequent information on an individual card transaction in a foreign currency do not apply. For card transactions in foreign currency, the Bank provides to the user only information on the transaction in euro.
- (10) In addition to the remunerations charged by the Bank in accordance with these Terms and Conditions, the Point of sale or the bank that owns the ATM may charge an additional fee for paying or withdrawing cash by card, which is not affected by the Bank.
- (11) The Bank shall notify the User about any modification of provisions of this Chapter in the manner specified in Chapter XVIII of these General Terms and Conditions.

XIV. Data for the purpose of FATCA or CRS

- (1) The User hereby consents that the Bank may from time to time inspect the User's data for the purpose of FATCA (Foreign Accounts Tax Compliance Act) or CRS (Common Reporting Standard) in order to establish, whether the possible circumstances have emerged which could cause that the User owns an account that needs to be reported to the Financial Authority in the US or any other country.
- (2) Notwithstanding to the above the User is obliged to inform the Bank immediately in the written form any change of circumstances of its status, such as address abroad or the transfer of seat to a foreign country or the actual owners move abroad, change of the code of activity of pursuant to SKD etc. The User is obliged to inform the Bank and submit to it the adequate documentation proving the possible change of circumstances.
- (3) In case the User does not inform and provide to the Bank the adequate documents immediately after receiving the written notice from the

Bank to submit the adequate documentation proving the status of the User, the Bank shall inform the financial authority of Republic of Slovenia that the User owns an account that needs to be reported to U.S. or any other country. In that case the Bank is entitled to terminate the contract unilaterally after sending written notice to the User and close the account pursuant to the General Terms and conditions of the contract.

- (4) The User is obliged to compensate to the Bank all possible costs and damage, that may be caused by the User's breach of this subject matter clause.
- (5) The User and the Bank agree that the User by committing to this clause pursuant to Art. 215 (2) of the Banking Act (Zban – 1) consents that the Bank for the purpose of FATCA or CRS may report to the financial authority of Republic of Slovenia certain confidential data of the User, which then can report to foreign financial authorities.

XV. Financial Sanctions

- (1) "Sanctions" means any economic, financial or trade sanctions laws, regulations, executive orders restrictive measures or other sanctions requirements enacted, administered, imposed, enforced or publicly notified by the government, any official institution, authority and/or agency of:
 - a. the United Nations;
 - b. the European Union;
 - c. the United States of America;
 - d. the United Kingdom, Italy or the Federal Republic of Germany.
- (2) "Sanctioned Country" means any country or other territory that is, or whose government is, subject to country-wide or territory-wide Sanctions.
- (3) "Sanctioned Person" means a person who is, or is owned or controlled by, a designated target of Sanctions.
- (4) (4) Regardless the above, the Bank can classify the person as a Sanctioned person especially but not exclusively if one or more of the following risk indicators is detected by the UniCredit Group, member of which is the Bank:
 - Possibility of a business connection with a country, region, subject and/or economic activity;
 - Ownership connection with subject under Sanctions with detected possibility of controlling position of such subject and/or such subject's assets;
 - Any other kind of connection with subject under Sanctions with detected possibility of controlling position of such subject and/or such subject's assets;
 - Involvement in transactions with high-risk countries, regions, subjects or economic activities that is subject of Sanctions.
- (5) The User declares that neither it nor any member of the Group or any of its representatives or employees is currently a target of any Sanctions, a Sanctioned Person or in breach of any Sanctions. The User hereby undertakes to inform the Bank immediately in the event of any change in these declarations. In the event that the User, the companies of the Group to which the User belongs and/or their representatives or employees become a Sanctioned Person, the Bank is entitled to terminate this contractual relationship by giving 15 days' notice and block the card and/or other products.
- (6) The User is obliged not to use directly or indirectly the Transaction Account and/or products related to the Transaction Account (e.g. cards) (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or Sanctioned Country, or (ii) in any other manner, that would be in breach of any Sanctions.
- (7) If a User's transaction is in breach of any Sanctions, the Bank shall reject such transaction. If a potential breach of Sanctions is suspected, the Bank may request additional documentation from the User, in order to

ascertain, if the transaction is in accordance with the Sanctions. If the User does not provide the requested documentation, the Bank rejects the transaction.

- (8) The Bank shall not be liable for any damages or other claims that may arise as a result of a rejected transaction due to a breach of Sanctions.

XVI. Termination of Contract

- (1) Contract shall expire upon expiry of time in case of a fixed term Contract, or by denunciation. As of the date of expiry of the Contract, the User and Cardholder cease to have the right to use any cards that were issued to the User.
- (2) The User may terminate his authorisation to use a Card in writing, with immediate effect at any time and with the Consent of the Bank. The User may, unilaterally terminate his authorisation to use a Card in writing at any time with a 30 days' notice.
- (3) The User may terminate his Contract in writing, with immediate effect, at any time and with the agreement of the Bank. The User may unilaterally terminate the Contract in writing at any time by giving 15 days' notice.
- (4) The Bank may, at any time, unilaterally terminate the Contract of unlimited duration by giving 15 days' notice. The Bank shall forward the notice on termination of the Contract to the User in a clear and comprehensible way, written on paper or any other permanent data carrier. The same shall apply for termination of the Contract in case the User infringes provisions of these General Terms and Conditions.
- (5) On the date of expiry of the Contract all banking products connected with transactions account shall expire.
- (6) In case of termination of the Contract, the User shall be obliged to fully settle all his contractual liabilities as well as all other liabilities arising from other contract relations in connection with transactions account which have been incurred up to the day of termination of the Contract.
- (7) In case the Bank infringes provisions of these General Terms and Conditions referring to informing of the User, he shall have the right to challenge the Contract under provisions of the Code of Obligations.
- (8) In case of denunciation of the Contract, the User shall pay the Bank fees under the applicable Bank's tariff.
- (9) In case the User is deleted from the Business Register of Slovenia or another relevant registry, the Bank shall immediately close the account. Any funds in this account will be transferred to a special temporary account of Bank's choice, with no further remuneration. In this case, the beneficiary of the funds is considered to be in a creditor delay.
- (10) The Bank can terminate the Contract with immediate effect, regardless of the limited or unlimited duration of the Contract, if the User infringes provisions of these General Terms and Conditions and/or any other specific conditions, guidelines or decisions that are component part of these General Terms and conditions, other agreements or regulation, especially:
 - if the User fails to provide the Bank with needed information regarding the business activity, expected purpose and nature of business relation of the User or if, without notice to the Bank, User's business activity deviates from the announced, the purpose or expected nature,
 - if the Bank is of opinion that the User became insolvent or illiquid or its assets are significantly reduced,
 - if there was no incoming payment on User's account in the last 6 months,
 - if negative balance on User's account is not repaid in deadline set in Bank's notice,
 - if the Bank receives such decision from the authorities,
 - if the User becomes a "Sanctioned Person".

XVII. 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 Bank shall resolve any disputes and disagreements based on a written or oral complaint of the User. The User may submit a written complaint at any Bank branch, send it to UniCredit Bank Slovenija d.d. Ameriška ulica 2, 1000 Ljubljana (with the indication Complaint Monitoring), via electronic banking (BusinessNet or E-bank), via e-mail to the competent contact person at the Bank's branch, to the Bank's e-mail address info@unicreditgroup.si or via the web portal <https://www.unicreditbank.si/si/prebivalstvo/application-forms/obrazec-povratne-informacije.html>. The User may submit an oral complaint in person or by telephone at any Bank branch or by contacting the Bank contact centre at 080 8800. The Bank shall only be obliged to reply to complaints submitted in writing.

A complaint should be fully clear and comprehensible and should contain a description of the facts that are the object of the complaint. It should include the following:

- Data on the complaining party (name, surname, address, e-mail address, telephone or title and registered office of the legal person or holder of activity);
- A description of the grounds for the complaint and the event or an indication of the key facts and the date of the event;
- An indication of documents the complaint relates to;
- The submission of evidence confirming the facts on which the complaint is based;
- Contact details for sending a reply;
- Client signature (when a complaint is sent by post to the address of the Bank's head office).

A compensation claim must contain all the mandatory elements of a complaint and has to be submitted in writing. If it is not submitted in writing or is incomplete, the conditions for its consideration shall not be fulfilled.

The Bank shall only handle complete and properly submitted complaints. In the case of incomplete, incomprehensible or unclear complaint, the Bank shall invite the User to supplement the complaint within an 8-day deadline. The invitation for complaint supplementation shall interrupt the complaint-handling deadline. In this case, the complaint procedure, and thus the deadline for resolving the complaint and submitting the reply to the complaint, will begin on the day following the day of the receipt of a complete or supplemented complaint. If the User fails to supplement the complaint within the indicated deadline, the Bank will reject it.

The Bank will decide on the complaint as soon as possible or no later than 15 working days after the receipt of all relevant documentation. If it is not possible to resolve the complaint or objection within the indicated deadline due to the complexity of the case, the Bank shall inform the User in writing of the reasons thereof and the estimated date of the final solution of the complaint, which shall not exceed 35 working days from the date of receipt of the complete complaint. The User has the right to file an objection to a solution of the complaint. The Bank shall send a decision on the objection with appropriate explanations in writing to the client's address within 15 working days. This shall constitute the final decision of the Bank and the Bank's internal complaint procedure shall thus be completed.

- (3) At any time, the User shall have the right to bring an action to resolve the dispute between him and the Bank at the court of competent jurisdiction.
- (4) Local court of competent 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.

XVIII. Preliminary and Final Provisions

- (1) A component part of these General Terms and Conditions shall be:
 - Business Hours for Transaction Account Operations,

- Instructions and Methods of Completing Payment Orders,
 - Extract of the Payment Tariff for the Bank's Services and Decision on the Bank's Interest Rates,
 - General Terms and Conditions for the Use of Electronic Banking Systems for Legal Entities, Entrepreneurs and Independent Professional Occupations,
 - General Terms and Conditions of 3-D Secure service.
- (2) If the Bank modifies these General Terms and Conditions, it shall notify the User about it in writing via post and by a notice via electronic banking system if the User conducts his business operations via electronic banking systems, no later than 15 days before the change. Modifications and applicable General Terms and Conditions shall be available to the User in all the Bank's business units and on its website.
- (3) If the User does not agree with modifications, which have been made to General Terms and Conditions, he may terminate his Contract, which has been concluded on the basis of these General Terms and Conditions, with 15 days' notice. The User shall submit his withdrawal from the Contract 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 Contract, it shall be considered that the Bank has terminated the Contract with 15 days' notice, which starts to run on the day a written termination 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 Contract on Keeping Transaction Accounts. By signing the Contract on Keeping Transaction Accounts, the User shall affirm that he has been acquainted with the General Terms and Conditions and that he entirely agrees to them.
- (6) Upon entry into force of these General Terms and Conditions, the existing General Terms and Conditions for Keeping Transaction Accounts and implementing Payment Services for Legal Entities, Entrepreneurs and Independent Professional Occupations shall cease.
- (7) The Bank and the User shall agree that in front of the court they will mutually recognise the validity of electronic messages.
- (8) It shall be considered for provisions of contracts, which have been applied by the Bank and the User to settle matters relating to Contracts on Keeping Accounts and Conducting Payment Services until the enactment of these General Terms and Conditions and which are contrary to ZPlaSSIED, that they have been substituted with provisions of the ZPlaSSIED.
- (9) The User shall have the right to require a copy of his Contract and these General Terms and Conditions in paper form or other permanent data carrier at any time.
- (10) 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.
- (11) If the User detects that a breach making up the offence under the ZPlaSSIED 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.
- (12) General Terms and Conditions are a translation of the General Terms and Conditions in the Slovenian language.
- (13) These General Terms and Conditions shall apply as from October 05th 2025.