

## General Terms & Conditions for the NLB Business Account

### I. General provisions

By these General Terms & Conditions, Nova Ljubljanska banka d.d., Ljubljana (hereinafter: the Bank) lays down conditions for opening and managing an NLB business account for corporate clients, sole proprietors, private persons and communities and entities set up under civil law, interest accrual on the account, periods in which the Bank carries out payment orders, fees and costs related to managing the account and provision of services, methods and deadlines for informing account holders, method of filing complaints and validity of the General Terms & Conditions.

The valid General Terms & Conditions represent a constituent part of the Agreement on opening and managing the NLB business account, on the basis of which the Bank opens an NLB business account when an application for opening and managing a business account is submitted. These General Terms & Conditions consist of:

- Extract from the NLB Tariffs and the Decision on interest rates of the Bank, for holders of the NLB business accounts for domestic and foreign corporate clients, sole proprietors, private persons and communities and entities set up under civil law.
- The timetable for domestic payment transactions via the NLB business account for corporate clients, sole proprietors, private persons and communities and entities set up under civil law, and the timetable for international payment transactions and domestic payment transactions in foreign currencies (hereinafter: the Timetable).

All documents being a constituent part of the Agreement on opening and managing the NLB business account are available on the Bank's website and the Bank's branch offices.

A constituent part of these General Terms & Conditions will be also the general terms and conditions and instructions below (hereinafter: Attachments to the General Terms & Conditions) if the user uses therein-specified manners of operations and/or services, otherwise the specified general terms & conditions retain their independent nature:

- General Terms & Conditions for the NLB MasterCard Business Card
- General Terms & Conditions for the use of the NLB Proklik electronic banking
- General Terms & Conditions for the use of the NLB day/night safe deposit box
- General Terms & Conditions for the use of the NLB filebox for storage of documentation
- Instructions on how to fill out domestic payment orders
- Instructions for filling in the UPN/SEPA payment order
- Instructions on how to fill out international payment orders and domestic payment orders in foreign currency

### II. Definition of terms

The definitions and terms used herein shall, if used in the Payment services and systems Act (hereinafter: the ZPlaSS), the same meaning as in the ZPlaSS, and shall otherwise mean as follows:

<p><b>The Bank</b></p>	<p>T: +386 1 477 20 00 E: info@nlb.si www.nlb.si The Bank is included in the list of banks and savings banks which have a permit of the Bank of Slovenia to perform payment transaction services; the list is published on the website of the Bank of Slovenia www.bs.si. The competent supervisory body is the Bank of Slovenia, Slovenska 35, 1505 Ljubljana. The Bank of Slovenia is also competent to handle proceedings concerning violations related to payment transaction services under the ZPlaSS.</p>
<p><b>Account holder</b></p>	<p>A legal entity, sole proprietor, private person or a community or entity set up under civil law which signs with the Bank an Agreement on opening and managing the NLB business account. The holder is represented by a legal representative or a person authorised by the holder.</p>
<p><b>Authorised person</b></p>	<p>A natural person authorised by a legal representative of the corporate client, sole proprietor or private person to have at disposal the assets on the account. The signature of the issuer of authorisation must be authenticated by a notary public except when given in the presence of a bank clerk.</p>
<p><b>NLB business account</b></p>	<p>A transaction account opened by the Bank for the account holder for the purpose of performing payment transactions in domestic and foreign currencies and for other purposes related to payment transaction services.</p>

<b>Cover on the account</b>	The cash balance of all currencies on the NLB business account and the approved overdraft facility in domestic currency on the basis of an agreement on classic overdraft facility on the NLB business account. The Bank carries out decisions of courts and tax and other authorities competent for execution and collateral to the debit of cash on the account including receipts remitted to the account after receiving of the decision, until the execution is finally paid and in line with the regulations on execution and collateral.
<b>Foreign currency</b>	Any of the currencies quoted on the exchange list of the Bank for purchase and sale of foreign currencies on accounts of corporate clients (hereinafter: The NLB corporate exchange list) except domestic currency.
<b>Payment order</b>	An order of the account holder to execute a transfer of financial assets debited from his NLB business account and credited to any other account with the same or other payment services provider and for the benefit of the payment recipient.
<b>Credit transfer</b>	A payment service where the payer orders execution of one or several payment transactions to the payment services provider.
<b>Domestic payment</b>	A credit transfer or direct debit performed in the Republic of Slovenia.
<b>SEPA credit transfer</b>	A payment in euros between transaction accounts in the SEPA area which includes member states of the EEA (European Economic Area) and Switzerland.
<b>Direct debit</b>	A payment service where the recipient of payment based on the holder's consent orders a payment transaction for debiting the holder's account.
<b>Cross-border payment</b>	A payment performed in different member states of the EEA).
<b>Third-country payment</b>	A payment to a country not member of the EEA regardless of the currency of payment.
<b>Approval for execution of payment</b>	The payment services provider will perform the payment transaction if the payer approved it by giving approval for its execution. It shall be deemed that the holder gave approval: <ul style="list-style-type: none"> <li>- if he submits a payment order and provides cover for its execution;</li> <li>- direct debits – if he gives authorisation for the service and makes no objection to the debit two business days before the debit;</li> <li>- if PIN is used in transactions with BA Maestro card.</li> </ul>
<b>Value date</b>	A date used by the Bank for charging interest related to debiting or crediting funds on the account.
<b>Value date/settlement date</b>	<ul style="list-style-type: none"> <li>- A date on which the bank of the payer authorises the bank of the payee to debit the bank of the payer on its account.</li> <li>- A date on which the bank of the payer provides to the bank of the payee funds to approve payment.</li> </ul>
<b>Cash withdrawal</b>	The payout of cash by the order of the account holder to the Bank that, to the debit of his NLB business account, the domestic or foreign cash is to be delivered to the person stated in his order.
<b>Business day</b>	<ul style="list-style-type: none"> <li>- If the recipient's account is at the payment services provider with the registered office in the Republic of Slovenia, a business day shall be any day except Saturday, Sunday, state holiday and non-working day according to legislation applicable at a time.</li> <li>- If the recipient's account is at the payment services provider with the registered office outside the Republic of Slovenia, a business day shall be any day which is a business day in the Republic of Slovenia and at the same time a business day of all payment services providers participating in the execution of an individual payment order.</li> </ul>

### III. Opening the NLB business account

The Bank opens an NLB business account on the basis of a signed written Agreement on opening and managing the NLB business account (hereinafter: the Agreement), provided that the conditions stated below have been met by the holder:

- he received and was informed on the General Terms & Conditions prior to entering the Agreement;
- a written application for opening and managing an NLB business account has been submitted on the internal form of the Bank;
- all documents have been submitted, which enable identification of the holder of an NLB business account and persons authorised to dispose with the funds on such account, taking into account all the regulations, applicable at a time, including the law regulating the prevention of money laundering and terrorist financing;
- data, needed for the management of the register of transaction accounts and other documentation which could be required by the Bank according to the regulations applicable at a time, have been submitted.

The Bank will invite the holder to conclude the Agreement in standard wording of the Bank no later than within five business days from receipt of the application for opening an NLB business account and submission of the prescribed documentation. Based on the signed Agreement, the Bank will open an NLB transaction account on which the holder can have cash in domestic and various foreign currencies (hereinafter: the Account Currencies) and through which the Bank will receive remittances on the

holder's behalf and performed payments on his behalf and for his account as well as provided other services. The holder can start operating through the NLB business account on the first business day after the Agreement has been concluded.

The Bank can approve to the holder, meeting the conditions of the Bank determined in advance, an overdraft facility on the NLB business account (an overdraft) up to the amount, specified on the basis of a special agreement on classic overdraft facility on the NLB business account.

The Bank may reject opening of an NLB business account without providing any explanation.

#### **IV. Types of NLB business accounts**

##### **a) Classic NLB business account**

The Bank opens a classic NLB business account for a legal entity, private person with registered activity, sole proprietor, registered society, community or entity set up under civil law. An account can be opened by a resident or non-resident.

The legal representatives and authorised persons of the account holder may carry out transactions with the NLB BA Maestro business card and the NLB MasterCard business card under the terms & conditions applying to the respective card.

The Bank may approve the account holder a classic overdraft facility in domestic currency on the classic NLB business account.

The Bank concludes with the account holder an agreement on classic overdraft facility for that purpose.

##### **b) NLB business account for private persons**

The Bank opens an NLB business account for private persons to a private person with no activity registered and entered in the AJPES business register but with activity proven by a certificate of cadastral income.

##### **c) NLB business account for a company being incorporated**

The Bank opens an NLB business account for a company being incorporated by order of the founder of a legal entity (company or private institution) which must ensure payment of share capital/equity capital in cash for establishing a company or institution. A notarial deed or articles of association are required for opening. The Bank will upon opening of the account perform appropriate identification of natural persons and issue one or more original certificates on payment of the stake in cash. The Bank will transform the account to a classic NLB business account only when the company has been entered in the AJPES business register. The account holder will perform transactions on the account at an NLB branch office/business centre.

##### **d) NLB business account for the clients of a notary, lawyer or enforcement agent**

The Bank will open a NLB business account for transactions in the name and on the behalf of the clients of a notary, lawyer or enforcement agent. In accordance with the applicable legislation, the Bank will open a NLB business account for the activities of clients of a notary, lawyer or enforcement agent. This type of account is managed separately from the accounts held by a notary, lawyer or enforcement agent for their regular transactions. The holder of such an account is responsible for ensuring that an unauthorised negative balance does not arise on the account.

##### **e) NLB business account of a condominium reserve fund**

The Bank will open an NLB business account for a condominium reserve fund to managers of multi-apartment buildings which must be registered for real estate management. The account is opened for each building separately. The account is managed separately from the account opened by the manager for his regular business. The Bank will open the account on the basis of an agreement on mutual relations with condominium owners specifying the activity of real estate management made between condominium owners and the manager which the manager shall submit to the Bank.

##### **f) NLB business account for election/referendum campaign**

The Bank will open an NLB business account for election/referendum campaign to a political party or organiser of an election or referendum campaign in line with the applicable legislation. The account is opened by the deadline before the poll as set by the applicable regulations. The account holder shall close the account within the deadline after the poll as set by the applicable regulations.

##### **g) NLB business account for unregistered communities**

The Bank will open an NLB business account for unregistered communities to a group of persons with no established status and not entered in any public register.

The representatives and authorised persons of the account holder may obtain the NLB BA Maestro business card.

#### **h) NLB cash business account for budget users**

The Bank will open the NLB cash business account for budget users through which budget users can make cash withdrawals or payments in domestic or foreign currency. The budget users have open a transaction (treasury) account for regular business with the Bank of Slovenia. The budget users shall withdraw cash by first depositing cash assets in domestic and foreign currency from their transaction (treasury) account to the NLB cash business account for budget users. The Bank shall credit the cash deposits made by budget users to their transaction (treasury) accounts opened with the Bank of Slovenia. The account shall have zero balance on each business day before the closure of payment systems. The Bank shall automatically return any balance in domestic or foreign currencies to the transaction (treasury) account opened with the Bank of Slovenia with the last processing in line with the payment systems timetable.

#### **i) NLB business account for a company in bankruptcy proceedings**

The NLB business account for a company in bankruptcy proceedings is usually transformed from a classic NLB business account, however, the Bank may based on an application by the receiver open such account anew for a legal entity in bankruptcy proceedings. The NLB business account for a company in bankruptcy proceedings is used for regular business and collection of the bankruptcy estate.

The receiver may for himself and the authorised persons obtain the NLB BA Maestro business card.

#### **j) NLB business account for a sole proprietor or private person in bankruptcy proceedings**

The NLB business account for a sole proprietor or private person in bankruptcy proceedings is usually transformed from a classic NLB business account or the NLB business account for private persons, however, the Bank may open such account anew for a sole proprietor or private person in bankruptcy proceedings. The account serves only as a suspense account for collecting bankruptcy estate. Cash on the account is immediately transferred to the NLB escrow cash account of the receiver for personal bankruptcy or estate in bankruptcy.

#### **k) NLB escrow cash account of the receiver for personal bankruptcy or estate in bankruptcy**

The Bank will open an NLB escrow cash account of the receiver for personal bankruptcy or estate in bankruptcy to the receiver on his behalf and for the account of the consumer and sole proprietor or private person against whom personal bankruptcy proceedings have been initiated or of the estate for which estate bankruptcy proceedings have been initiated in line with the law on financial operations, insolvency proceedings and compulsory winding up. The receiver shall not keep funds from several personal bankruptcy or estate bankruptcy proceedings on the same escrow account but open a new account for each personal bankruptcy or estate bankruptcy proceedings.

The receiver may be a resident or non-resident with head office in the EU.

#### **l) NLB Real Estate Company Fiduciary Account**

The Bank shall open a NLB Real Estate Fiduciary Account for transactions in the name and on behalf of a real estate company or sole trader, who provides real estate brokerage services, and in the name and on behalf of its clients. The aforementioned account shall be opened in accordance with the applicable legislation. Such an account shall be managed separately from an account opened by a real estate company or sole trader, who provides real estate brokerage services, for its regular transactions. The holder of such an account shall be responsible for ensuring that an unauthorised negative balance does not arise on the account.

#### **m) NLB business account for a company in regular liquidation**

After publication of regular liquidation in the Official Gazette of the Republic of Slovenia, the Bank transforms the classic NLB business account of the company into an NLB business account for a company in regular liquidation. The Bank may also open such an account anew based on an application by the liquidator of the legal entity in regular liquidation. The account is used for regular business and collection of the liquidation estate. The legal representatives and authorised persons of the account holder may obtain the NLB BA Maestro business card.

#### **n) NLB escrow account of cover of assurance of domestic insurance companies**

The Bank will open an NLB escrow account of cover of assurance of domestic insurance companies to a cover of assurance fund of a domestic insurance company based on an application by a legal representative or procurator of a domestic insurance company for each cover of assurance fund separately.

#### **o) NLB escrow account of pension funds under the Decree of the Republic of Slovenia**

The Bank will open an NLB escrow account of pension funds under the Decree of the Republic of Slovenia to a pension fund based on an application by a legal representative or procurator of a pension fund.

## **p) NLB business account for investment funds**

The Bank will open an NLB business account for investment funds to an investment fund based on an application by a legal representative or procurator of an asset management company (AMC) on behalf and for the account of an investment fund, separately for each investment fund.

## **V. Transactions on the NLB business account**

The Bank will through the NLB business account (hereinafter: the Account) render to the account holder services specified in the Agreement and herein. In conducting their operations through the Account, the Bank and the account holder shall act in accordance with the Attachments hereto specified in Item 1 herein.

Funds in domestic and foreign currencies quoted on the applicable corporate exchange list of the Bank are managed on the Account.

The positive balance on the account is deemed a sight cash deposit in domestic and foreign currencies with the Bank. Disposal with the balance on the account is permitted only under the conditions and in the manner set herein. The account holder may use the funds on the Account in line with the timetable.

In the case of personal bankruptcy (or estate bankruptcy) of the account holder who is a private person or sole proprietor, the Bank will restrict operations to the account holder and prevents him from disposing with the funds on the account included in the bankruptcy estate in line with the relevant regulations.

The account holder authorises the Bank to eliminate by a counter-posting any incorrect debits or credits to the account incurred due to an error of the Bank (double posting etc.) and without consent of the account holder. The Bank shall inform of such event the account holder by sending him a statement of the balance and the transactions in the agreed manner. If the account holder objects to the correction, the Bank will establish the balance before the correction and exercise the claim on the account holder for unjust credits to the account in some other way.

## **VI. Person authorised for operations on the NLB business account**

The account holder can authorise in writing an authorised person for operations on the Account.

The authorised person has the same rights as the holder, with the exception of the following:

- the authorised person is not entitled to transfer his/her authorisation to other persons,
- he is not entitled to cancel the Agreement and require closing of the Account.

The persons, authorised to dispose of funds on the account, must deposit their signatures with the Bank. The authorisation remains valid until the Bank receives a written cancellation from the issuer of authorisation.

## **VII. Payment orders**

### **a) Day of receiving a payment order**

It is considered that a payment order is received if the Bank receives an order within the timetable for payment execution, otherwise it is considered that it was received on the first next business day. A payment order must have properly, legibly and completely filled out all elements needed for the execution of a payment order and the related fees.

### **b) Execution of payment orders**

Payment orders submitted to the Bank by the account holder must be filled out in accordance with the regulations, payment transaction standards and the Bank's instructions. A payment order may be submitted in paper form, in electronic form for users of the NLB Proklik, and orally via telephone for users of the NLB Teledom. A payment order must have properly, legibly and completely filled out all elements needed for its execution. Basic data:

- IBAN (account no.) of the payer;
- name and registered office of the payer;
- purpose of payment;
- account no. of the payee;
- BIC or name and address of the Bank where the payee holds an account;
- name and surname (or name of the legal entity) and address (or registered office) of the payee;
- amount and currency of payment;
- desired date of the debit to the account of the payer/settlement;
- signature of the payer.

Additional data depending on the payment type:

- ref. no. of the payer;
- ref. no. of the payee;

- name of the debtor;
- ref. no. of the debtor;
- name of the creditor;
- ref. no. of the creditor;
- data for statistical reporting.

The account holder will for execution of a payment order provide balance on the account for execution of the payment order and payment of fees to the Bank.

Data may not be corrected. A payment order must state the execution on the same day or on some other business day of the Bank specified in advance according to the payment execution timetable. Cross-border payments or payments to third countries will be processed by the Bank to the debit of the holder's account on the date of receiving of the order with the approval deadlines set in Item VI.c.

It is deemed that the Bank has executed the payment order when:

- the balance on the account of the holder is decreased and at the same time the balance on the payee's account is increased if the account of the payee is held with the Bank.
- The balance on the holder's account is reduced and the order and balance for crediting the payee's account has been submitted to the payee's or agent payment services provider.
- An order and balance by the payer's payment services provider have been received for crediting the payee's account.

The Bank will execute the payment order in the currency denominated in the order if the balance on the account is provided in the currency of payment. In case there are insufficient funds in that currency on the account, the account holder is obliged to submit to the Bank, when submitting the payment order, the order for provision of the missing balance from another available currency on the account unless the instructions for filling in orders specify otherwise. If the account holder does not give the order for providing balance from available foreign currencies, it is deemed that he did not provide balance and the Bank shall reject the payment order.

If the balance on the account is insufficient to execute the order, the Bank will carry out the order partially only when it is set out in special regulations.

For conversion, the exchange rate specified in Article XI herein will apply.

The contracting parties may agree that payment orders are executed according to priorities specified by the account holder, otherwise they are executed in the order of time they were submitted to the Bank and with regard to the available balance on the account. In any case the Bank will observe priorities stipulated by law.

By acceptance of the payment order, obligation for execution of the payment order arises for the Bank towards the account holder, but not towards any third parties. The Bank will perform payment transactions in line herewith with due diligence and will in cases with no specific instructions from the account holder use its best judgment to determine the manner for executing the received payment order. Accounting for the due diligence of the bank's actions, the Bank will not be responsible for any damage resulting from execution of false or modified payment orders.

The Bank shall perform payment transactions on the holder's account without an order by the account holder:

- only based on an executable court decision on execution or executable decision of the tax authority on compulsory settlement or executable decision of another government authority on seizure of cash and in any other case stipulated by regulations. The Bank will execute payment in such cases by using cash in the currency in which the liability is denominated and if there is no or insufficient cash balance in such currency from cash in any other currency. If the account lacks sufficient funds to fully repay a decision, the Bank will restrict to the account holder disposal with the funds on the account in the amount of the received and unimplemented decision on execution or compulsory settlement. The Bank will remit payments from receipts to the Account until the decision is finally paid and and/in line with the regulations.
- For repayment of overdue claims on the account holder arising from fees and costs related to management of the Account. The Bank may perform payment from funds on the account without an order of the account holder also for repayment of its overdue claims on the account holder arising from the Agreement or other contractual and non-contractual relationships.

### **c) Payment order execution deadlines**

A payment order execution deadline means the deadline for crediting the account of the payee's payment services provider.

The Bank will execute the order in examples from Item b):

- on the payment order date in the case of domestic payments in euros;
- until the end of the next business day after receipt for payments with a special payment order (applicable until 31/12/2011);
- in three business days after receipt for cross-border payments in euros if the order was submitted electronically or in four business days if the order was submitted on paper (applicable until 31/12/2011);
- not later than in 4 business days after the receipt date for domestic and cross-border payments in a currency other than the euro;
- not later than in 4 business days after the receipt date for payments to third countries regardless of the currency of payment if the transaction does not require participation of agent payment services provider. If several agent banks are required for performance of the payment transaction, the payment order execution deadline will be 15 business days.

The Bank will observe deadlines specified in the previous paragraph hereunder if it receives the payment order within the timetable.

The Bank will, based on a received credit order, credit the holder's account immediately after receiving the balance and data necessary for crediting unless the credit order specifies a later date for crediting. If the date on which the Bank receives the balance is not a business day, it will be deemed that the Bank received the cash for the account holder on the next business day.

#### **d) Rejection of a payment order**

The account holder is responsible for accuracy and completeness of data on the payment order. Payment orders with a backdated execution date, orders incorrectly or incompletely filled out or payment orders for the execution of which there is insufficient balance on the account as well as orders tied to a condition will be rejected by the Bank. The Bank shall not be liable for any damage incurred by the account holder as a result of unpaid orders that were not filled out correctly or were incomplete or if the account holder did not have sufficient funds on the Account. The Bank will inform the account holder on rejection of a payment order within the deadlines set out in Item VII.c herein.

#### **e) Payment order cancellation**

The account holder may cancel a payment order with a later execution date by the end of the business day before the specified payment order execution date. The account holder may cancel the order in the same manner as it was submitted to the Bank.

### **VIII. Additional services on the NLB Business Account**

#### **NLB BA Maestro business card**

The legal representative of the legal entity, sole proprietor or private person and any authorised persons for debit card transactions (hereinafter: the Card Holder) receive an NLB BA Maestro business card within three weeks from opening of the account and ordering of the card (hereinafter in this section: the Card). Each Card comes with a secret PIN number known only to the Card Holder which the Card Holder uses in ATM and POS transactions. The Bank sends the Card by registered mail and the PIN number separately by regular mail. If the Bank sends the Card and the PIN number by mail, it will be deemed that the Card Holder received them if they were submitted to his last address reported to the Bank. If the Card Holder does not take the Card from the post office within the legally set deadline, the Post of Slovenia will return it to the Bank. The Card Holder gets the Card from his corporate account manager. The corporate account manager may hand over the Card only to the Card Holder or the legal representative of the legal entity or sole proprietor or private person, while he may not hand over to the authorised persons on the account the Card whose Card Holder is the legal representative or sole proprietor or private person.

The Card Holder must sign the Card after receipt with a pen. Unsigned cards are invalid. All costs resulting from abuse due to unsigned Card shall be borne by the Card Holder. The Card Holder shall use proper care with the Card preventing to the maximum extent the loss and unauthorised possession and abuse thus preventing material loss to himself and the Bank. For protection of use, the Holder must make sure that all the procedures at the points of sale are carried out in his presence. The Card Holder shall also keep the PIN number and the Card separated. In order to prevent abuse, the Card Holder must protect the secret PIN number as confidential (the Card Holder must protect the secret PIN number by not revealing it to anyone, not having it written or kept in direct vicinity of the Card or written on the Card or kept at the same spot as the Card). It is the Holder's responsibility to protect those elements of the Card (e.g. secret PIN number) that could enable its unauthorised use. If the Holder suspects that an unauthorised person knows his PIN number, he should immediately change it at an ATM enabling such service. To improve security of card operations the Card Holder is recommended to use the SMS Alert Service. The failure to use due care in handling of the Card and the secret PIN number is deemed gross negligence on the part of the Card Holder.

The card is valid for four years. The Card Holder can use the Card until the end of the calendar month and the year specified on the Card. Before the Card expires, the Bank will issue a new Card to the Card Holder to ensure uninterrupted operations. If the Agreement ceases to be valid or the account is closed, all cards (cards of the legal representative and authorised persons for debit card transactions) will cease to be valid and therefore the Card Holders lose the right to use the cards and the Bank may block them. The Card Holder shall return the Card to the Bank after closure of the account or withdrawal of authorisation. The Bank may but is not obliged to preventively block the Card when business security measures are being performed, for example if there are reasons that the Card may be abused or data stolen from it etc.

The Bank may block the Card in any case it deems to be required to protect the Card Holder. The Bank informs the client on blocking of the Card.

The Card Holder shall use the Card in accordance herewith. The Bank may at any time cancel the Card in the case of violation hereof and the Holder shall return it upon the Bank's request. The Card is non-transferrable and may only be used by the Card Holder. The Card Holder may use the card for transactions on points of sale and ATMs marked with BA and/or Maestro in the Republic of Slovenia and abroad. Cash and non-cash transactions with the Card are related to positive balance on the account in domestic currency including the available classic overdraft facility in domestic currency less the amounts under execution decisions (the available balance). Each amount spent on ATMs and/or POS terminals in Slovenia and abroad immediately reduces

the available balance on the account.

Card transactions can be restricted by a daily limit. The card daily limit is related to ATM and POS terminal transactions. The daily limit is optional and set by the company.

The maximum daily limit for cash payments on ATMs is EUR 1,500 except where the daily limit for card transactions is less than that. The limit for a single withdrawal on an ATM depends on the limits of that machine. In certain cases abroad, the amount of cash withdrawal on an ATM may depend, regardless of the daily limit for cash withdrawal, on provisions of the bank owning the ATM. The Bank will post the transaction on the Holder's Account on the date it receives the information on the financial transaction. In the case of card transactions in a currency other than the euro, the payment of the client's liability is made in euros where the exchange rate applicable under the MasterCard system will apply for conversion from the relevant currency to euros. The amount spent in another currency is converted into euros by applying the exchange rate valid at the moment of transaction processing by MasterCard (the transaction execution/authorisation date and the transaction processing date usually differ) which is presented on the statement.

When the Card is used on certain ATMs, the Card Holder may receive an advertising besides cash.

The use of the deposit unit, payment of payment orders and purchase of GSM notes on ATMs is not permitted. If the ATM withholds the Card, the Card Holder will inform the Bank which will return the Card if no reason exists for its withholding. If the Card Holder loses the Card, suspects the Card has been stolen or that an unauthorised person has learnt his PIN number, he shall notify the Bank immediately. The Holder or another person may notify the Bank in person in any branch office or by telephone to the corporate account manager or to the NLB Teledom, phone no. +386 1 477 20 00, if data on the Card and the Card Holder required to block the Card are given. The notice by telephone may also be submitted to the Bankart call centre, tel. no. +386 1 583 41 84. If the notice is submitted by telephone, a report must be signed with the corporate account manager as soon as possible. The Bank may but is not obliged to record such telephone notifications. If the Card Holder states in his notice/report that it was a case of theft, he should also report the case to the police. After the reported loss or theft of the Card, the Bank will issue to the Holder a new Card within three weeks from the date of written report. The Holder will also receive a new secret PIN number.

In the case of an unauthorised payment transaction resulting from the Holder's fraud, intent or gross negligence, the entire loss shall be covered by the Card Holder. In the case of an unauthorised payment transaction resulting from stolen, lost or abused card, the Holder shall cover the entire loss incurred within 30 minutes after he informed the Bank on lost, stolen or abused Card. The Bank guarantees any loss incurred after 30 minutes have passed from the moment of receiving the notice from the Card Holder. The Bank performs activities to prevent the Card's use in the 30 minutes from receiving the notice, and therefore offers no guarantee for loss incurred from the Card's use during that time.

### SMS Alert Service

The Bank provides the use of the SMS Alert Service (hereinafter in this section: the Service) by the holder of the NLB BA Maestro business card (hereinafter in this section: the Card). The user of the SMS Alert Service (hereinafter in this section: the User) receives information on a purchase with the Card and cash withdrawal on ATMs in Slovenia and abroad as well as for a purchase via the internet or telephone (internet purchase and catalogue sale) in the form of an SMS message to the mobile phone number submitted by the User. The Card Holder selects the criteria for SMS alerts among the following groups:

	Transactions at POS terminals		Transactions at ATMs - cash withdrawal		Transactions via the Internet		Transaction reversal	
	Slovenia	Abroad	Slovenia	Abroad	Slovenia	Abroad	Slovenia	Abroad
Group 1	all	all	all	all	all	all	all	all
Group 2	over EUR 30	over EUR 20	over EUR 30	over EUR 20	all	all	all	all
Group 3	over EUR 50	over EUR 40	over EUR 50	over EUR 40	all	all	all	all
Group 4	over EUR 100	over EUR 50	over EUR 100	over EUR 50	all	all	all	all

The Bank shall approve use of the service to the Card Holder subject to a condition that the Card Holder submits a completely and correctly filled in form Application for the SMS Alert Service (hereinafter in this section: the Application) and that in the Bank's opinion the Card Holder appropriately performs transactions with the Card.

The Card Holder shall be responsible for the accuracy and truthfulness of data provided in the Application.

The Bank provides the Service only on mobile phone numbers of domestic mobile phone operators. Several Users cannot use the same mobile phone number.

The User must immediately communicate all changes related to his personal data, the Card, change of the mobile phone number or cancellation of the mobile phone number. The User authorises the Bank to collect, process and submit the collected data, in relation to and for the purpose of the provision of the Service, to the data distribution company. The Bank guarantees that the data distribution company shall protect the data as confidential according to the law regulating personal data protection.

The Bank undertakes to provide the User data about the conducted transaction according to the data from the application and the selected criteria, except in the case of force majeure or reasons on the side of the data distribution company. Force majeure shall mean circumstances outside the control of the Bank, preventing the Bank to fulfil its obligations. The Bank undertakes to provide the best possible level of security measures to minimise the risks of an unauthorised insight into data, change of data and loss of data.

Data on the purchase amount are forwarded to the data distribution company solely for the purpose of informing the User. The fee for alerts sent about conducted transactions based on selected criteria shall be charged to the User according to the applicable NLB Tariff. The fee shall be charged monthly, provided the service is active for at least one day in the month and regardless of whether any transaction was made using the card and irrespective of the number of sent SMS alerts. The fee shall be debited on a monthly basis against the User's NLB business account.

The Bank may block the Service, if the provisions of these General Terms & Conditions are not complied with, if the NLB business account is closed, upon the death or contractual incapacity of the User, in case the authorisation for the NLB business account is revoked, on the request of the User, in the event of improper operation of the User or at its own discretion.

## **Direct debits**

The legal representative or authorised person for signing orders on the account gives a written authority to the Bank to perform direct debits.

The Bank will accept such authorisation if it involves settlement of recurring monthly obligations. The Bank performs direct debits on the 8<sup>th</sup>, 18<sup>th</sup> or 28<sup>th</sup> day of the month (or, if such day is not a business day, on the first next business day), depending on the authorisation and the contractual relationship between the Bank and the beneficiary of such payment. The Bank must receive such authorisation at least ten days prior to the execution of the first direct debit.

If the beneficiary of such payment changes the date of execution of direct debits permanently or for an individual direct debit, the account holder and the Bank must be informed thereof in advance. In such a case, the Bank shall execute the direct debit on such (new) date determined by the beneficiary, unless the holder of the account objects and requests that the Bank cancel the direct debit service.

The account holder shall have the option to object to the execution of an individual direct debit with the Bank at least two business days prior to the actual direct debiting. The objection relates to a specific payment of obligations and does not mean cancellation or revocation of the direct debit service. The Bank shall inform the beneficiary of such objection electronically.

The Bank performs direct debits to debit of the available balance in domestic currency which is the sum of positive balance in domestic currency and the approved overdraft less amounts under execution decisions. The available balance must be provided by 11 a.m. on the day of debiting the account. If there is no available balance on the account, the Bank will reject the direct debit of which it shall inform the account holder in writing and charge the fee in accordance with the NLB Tariff applicable at a time.

The account holder may demand refund of any authorised and correctly performed direct debit or file a complaint only to the payment beneficiary.

To cancel the authorisation for direct debiting, the account holder shall sign the "Authorisation to the Bank to open/change/cancel a direct debit" in a NLB branch office/business centre managing the holder's account, which shall then cancel the direct debit and submit the data on the cancellation to the beneficiary of payment in electronic form. The account holder must cancel the authorisation with the Bank at least ten days prior to account debiting.

The Bank shall be entitled to cancel a direct debit if the payment beneficiary submitted no request for the execution of a direct debit in the past 13 months of which it must inform the payment beneficiary in electronic form.

The account holder gives to the Bank an explicit, unconditional and irrevocable authorisation to debit his account when the account holder acts as a payment beneficiary from direct debit and his account has been approved:

- based on the direct debit performed on the basis of the payment beneficiary's preliminary authorisation against which the payer, a consumer, made no objection before performing and the Bank received from the payer, a consumer, a request for refund of the amount for which the payer's account has been debited within 8 days after the debit date. The Bank will debit the holder's account for the amount of refund for the direct debit and the pertaining interest (accrued at the interest rate for positive balance on transaction accounts) for the time from the debit date to the refund date and the amount of fees charged to the payer by the Bank;  
or
- because of incorrect direct debit or direct debit made without the payer's authorisation for which the Bank received a substantiated request for correction within 13 months after the debit date.

## **SEPA Direct Debits**

### **Account holder – Creditor (payment recipient)**

The bank enables the account holder to use SEPA Direct Debits (SDD) for cross-border payments as the creditor under the SEPA Core Direct Debit Scheme and under B2B SEPA Direct Debit Scheme. For SDD the account holder must, as the creditor, conclude with the bank a contract on SEPA Direct Debit payment services. The bank will automatically charge the commission and costs for SDD against the account of the holder when the transaction is conducted and inform the account holder thereof with a

statement of account. SDD will gradually replace direct debits under the national programme for new payment instruments.

### **Account holder – Debtor (payer)**

The bank enables the account holder to use SDD also as the debtor–payer. The debtor and the creditor agree on payment of debtor's obligation by SDD, whereby the debtor issues to the creditor mandate for SDD (hereinafter: mandate). The debtor must communicate to the creditor the changes of data contained in the mandate and the cancellation of mandate. The debtor must inform the creditor also if the NLB business account changes.

The debtor may give the creditor mandate for executing one or several SDD transactions. By giving the mandate to the creditor, the debtor allows a payment order to be charged against its NLB business account in the amount of liability using SDD. Based on the mandate the bank is authorised to debit NLB business account of the debtor.

The debtor may at the latest one working day before the execution submit a written refusal to the bank, within working hours, requiring it not to execute the payment order for SDD. Written refusal must contain at least the following data: reference number of the refusal, amount, date of execution and name of the creditor. Before execution of SDD, the debtor may object also with the creditor, in the manner and within the deadlines agreed between them.

The bank may enable the debtor an insight into or provide them the information about payment orders for SDD before the execution date. The debtor is informed about the SDD payment orders in the statement of NLB business account.

The creditor and the debtor shall mutually resolve all complaints arising from their contractual relationship.

The debtor shall pay the bank commission for SDD execution in the manner and according to the applicable Tariff of NLB.

### ***B2B SEPA Scheme***

The rules defined in this section apply when the debtor (account holder) gives mandate to the creditor under the B2B SEPA Scheme. In such case, the debtor is not entitled to refund of SDD collection.

The debtor must inform the bank about the given mandate under the B2B SEPA Scheme in due time or no later than one working day before the first direct debit transaction against NLB business account, within working hours, and submit the bank a copy of the mandate or all mandatory data from the mandate in any other agreed manner. The debtor must inform the bank of any amendment or cancellation of mandate. The bank shall verify the data given in the mandate against the data on the payment order whereby the creditor orders the bank to execute SDD. The bank will reject the execution of the SDD payment order if it does not have all mandatory data about a valid mandate from the debtor or if these data are not consistent with the data given on the SDD payment order. If the debtor failed to inform the bank about the amendment or cancellation of mandate, the bank will execute SDD. The debtor's mandate becomes invalid if the creditor did not present a collection under a mandate for a period of 36 months. The bank executes SDD on the date of SDD execution, within working hours, if the debtor provides sufficient funds in NLB business account.

### ***SEPA Core Direct Debit Scheme***

The rules defined in this section apply when the debtor (account holder) gives mandate to the creditor under the SEPA Core Direct Debit Scheme. When executing a payment transaction, the bank does not check the existence and contents of mandate. The bank executes the payment transaction on the date of execution, within working hours, if the debtor provides sufficient funds in NLB business account.

The debtor may request refund of collection within 8 weeks after being debited at the latest. In such case, the bank refunds the funds and pertaining interest to NLB business account of the debtor at the latest in 2 working days after receiving the refund request.

The debtor may request refund of collection no later than in 13 months of the execution, if they inform the bank that the collection was not covered by a mandate, meaning the collection was unauthorised. In such case, the debtor bank requests from the creditor bank evidence of valid mandate. If it receives evidence of valid mandate, it rejects the refund request. If the bank receives from the creditor bank notification that a valid mandate does not exist or if it establishes, based on submitted evidence, that the mandate was not properly executed by the SDD collection, it will refund the funds to the personal account of the debtor and submit a request for refund to the creditor bank. Upon refund, the debtor is entitled to interest on the amount of collection since and including the execution of SDD until and including the day before refund to the personal account, at the EONIA interest rate. The debtor may submit a refund request only with the bank where SDD was executed.

The debtor is informed of the amount and date of an SDD transaction with a pre-notification of the creditor. The bank may enable the debtor an insight into or provide them the information about payment orders for SDD before the execution date.

## **Direct credits**

Direct crediting is a service of executing individual payments for a large number of creditors (remittance of salaries, pensions and other personal receipts) up to the amount defined by the Expert Committee for Monitoring the Implementation of the NPI Agreement. The business partner (hereinafter: the Account Holder) submits to the Bank an order for crediting a certain amount of funds to the creditors' accounts.

The Account Holder signs an agreement with the Bank for direct crediting. By signing such an agreement, the Account Holder may credit amounts to the creditors' accounts opened with all banks that signed the Agreement on the operations with payment instruments: special payment form, special transfer order, direct debit, direct credit and standing order (hereinafter: the Agreement).

By signing a Statement on the participation in the operations with payment instruments, the Account Holder agrees to the method of exchanging basic information, data on transactions and other data on direct credits.

The Account Holder must submit the orders and provide sufficient balance on the account opened with the Bank in the total amount of payments on the crediting value date, first thing in the morning or in accordance with Bank's timetable for remitting the balance for direct credits.

The Bank will credit accounts of creditors when it receives the data and balance.

The Bank shall inform the Account Holder on any non-executed direct credits in accordance with the applicable standards for direct credits (when the Account Holder exchanges data through the Bank) and return to the Account Holder any remaining funds due to non-executed direct credits.

The Bank shall charge the Account Holder for performing direct credits in accordance with the currently applicable NLB Tariff. The Bank shall automatically debit the Account Holder's NLB Business Account for the amount of the fee on the third business day for all direct credits submitted to the Bank by the Account Holder in the previous month. The Account Holder shall receive the specification of charged services by the 8<sup>th</sup> day of the current month for the previous month.

## **Bulk SEPA payments**

Bulk SEPA payments is a payment instrument in the framework of the SEPA Credit Transfer Scheme Rulebook for credit payments between the participants (payers and recipients of payments) holding accounts opened with the banks in the SEPA area who entered the SEPA Credit Transfer Scheme, used for executing individual payments to several recipients. The account holder (payer) instructs his bank (the payer's bank) to execute bulk payments which are debited to his bank account held with his bank to the accounts of payment recipients held with their banks. This service is gradually replacing the Direct Credit service. The account holder may sign a contract with the Bank for the execution of bulk SEPA payments and sign a statement which is a constituent part of the contract. The Bank will execute payments to the recipients' accounts after it has received from the account holder the data in line with the instructions for bulk SEPA payments and when cover is provided in the total amount of the payments and fees on the holder's account. Payment purpose code shall be an obligatory part of the data to be submitted to the Bank by the holder of account pursuant to the instructions for bulk SEPA payments. The account holder alone shall be responsible for the accuracy of the payment purpose code and shall be liable to pay any damages the recipients of payments might suffer as a result of incorrect payment purpose code. The Bank shall not be held responsible for the accuracy of the payment purpose code submitted to it by the payer.

The Bank shall execute orders in accordance with the currently applicable schedule for payment transactions at home and the schedule for payment transactions abroad which are published at the Bank's website. The orders received by the Bank outside the business hours specified in the schedules shall be executed on the next business day.

The Bank shall charge the account holder for performing bulk SEPA payments in accordance with the currently applicable NLB Tariff. The Bank shall automatically debit the holder's account for the amount of the fee immediately after providing the service. The service provided is listed in the statement of transactions and balance on the holder's account, as well as all rejected / non-executed orders.

## **Classic account overdraft facility**

The Bank can approve to the account holder, who meets the conditions set by the Bank, an overdraft of positive balance on the NLB Business Account in domestic currency on the basis of the account holder's written request. Mutual rights and obligations are specified by a separate agreement on standard overdraft on the NLB Business Account.

## **IX. Use of distribution channels**

The following distribution channels may be used in account transactions:

NLB Proklik, NLB day/night safe deposit, NLB branch offices/business centres, NLB rentable filebox for storage of documentation, NLB automatic answering machine, and sole proprietors and private persons may also use NLB Teledom.

The account holder and the Bank shall contractually agree on the use of individual distribution channels. The account holder and Bank shall conclude an agreement on the use of an individual distribution channel. However, the account holder may use NLB ATMs to transact on its accounts.

## **NLB Proklik**

The method of operation via the electronic bank NLB Proklik is defined in the general terms & conditions for the use of electronic bank NLB Proklik.

## **NLB Teledom**

This service is intended for sole proprietors and private persons. NLB Teledom is a way to perform banking services via telephone by which the account holder may perform transactions.

The Bank will enable the account holder (hereinafter: the User) to use the NLB Teledom services on the basis of accurately completed and signed application for approval of the use of NLB Teledom services which must be filed in the selected NLB branch office.

Attached to the application in an closed envelope must be the completed form with personal password, which is any sequence of characters used for identifying the User. In addition to such personal password, the User may decide on an additional and optional element of identification. When the User starts using NLB Teledom, he shall be sent, to the stated address, the signature codes. The signature codes are sequences of various characters determined by NLB Teledom, which are sent to the User's address via mail. Such signature code is a replacement for the User's signature by hand upon submitting an order and is an element of protection and security. The User must deliver to the employee of NLB Teledom, upon request, a new code each time, in the order as presented on the list sent to the User. The Bank reserves the right to reject the application without explanation.

### **User's obligations**

The User must carefully protect the personal password, confidential data and submitted signature codes and may not give or communicate them to any other person. The Bank shall assume no responsibility for any damage incurred by the User due to careless handling of the password, confidential data and/or signature codes. The User shall be obliged to keep his own records of the balance on the account, taking into account the ordered transfers of funds and payment of liabilities via NLB Teledom and charged fee for the Bank's expenses.

The User must immediately inform the employee of NLB Teledom of any changes related to his personal data and bank accounts.

### **Bank's obligations**

The Bank shall execute orders in line with the provisions of these General Terms & Conditions and the provisions of banking operations and in the framework of other general terms and conditions and contracts concluded by the User with the Bank on the opening and management of accounts.

The Bank shall inform the User of the transfers of funds and payment liabilities in accordance with the provisions on informing the holder of the NLB Business Account and these General Terms & Conditions.

All telephone conversations with NLB Teledom are recorded. The Bank shall keep the audio records of every telephone conversation for 3 months in accordance with special instructions. It shall be used for resolving the User's potential complaint or in the event of a legal dispute.

### **Fees for service provision**

The Bank shall charge accession fee for the use of NLB Teledom services as defined in the NLB Tariff. The Bank shall charge the fee for services rendered via NLB Teledom in line with the applicable NLB Tariff and in the manner applied in services rendered and payment transaction performed at the bank counter.

### **Blocking**

Should the User find out that another person got their password or confidential data or that the signature codes got in the hands of a third person, the employee of NLB Teledom must be immediately informed thereof so that the passwords, confidential data or signature codes are blocked immediately. The new password is issued to the User on the form for entering the password in the NLB branch office managing the NLB Business Account, while the Bank shall be obliged to send new signature codes to the User. If the employee of NLB Teledom establishes the suspicion of fraud, they shall immediately block the possibility of use and inform the User thereof.

### **Cancellation of NLB Teledom Services**

The User may cancel NLB Teledom services at any time, by submitting a written statement to the NLB branch office managing his NLB Business Account. The Bank may also cancel the use of services should it find out that the User abused his rights or violated the General Terms & Conditions.

## **NLB Automatic answering machine**

The account holder may use the NLB automatic answering machine service by calling a special phone number.

An account holder shall complete the application for the access to the NLB automatic answering machine and deliver it personally in any NLB branch office or via NLB Teledom. The NLB automatic answering machine service may only be used if the user has a dial-up telephone.

The user of the NLB automatic answering machine (hereinafter: the User) can start using the answering machine on the fifth day after submitting the application in the selected NLB branch office or on the second day if the application is submitted via NLB Teledom. The User can access the information on the balance on the account by means of a four-digit identification code

selected by the User and entered into the application form for requesting the access to the NLB automatic answering machine; the User also undertakes to replace the code with the new one after making the first call to the automatic answering machine and use this new code for any further calls. The User shall keep the secret personal identification number as confidential. The User shall cover any loss that might arise from the use of the User's number for accessing the information on the NLB automatic answering machine by unauthorised third parties.

The User has the following services available: current information on the balance of funds in domestic currency on the account and change of the secret personal identification number for accessing the NLB automatic answering machine.

If the User suspects that an unauthorised person got into possession of the User's personal identification number, he must inform the Bank. The blocking of the use of the NLB automatic answering machine must be confirmed in person in the selected NLB branch office as soon as possible. If the User wants to use the NLB automatic answering machine again, he must submit a new application. If the User forgets the personal identification number for accessing the account, he must also fill in a new application for the access to the NLB automatic answering machine.

## **NLB ATMs**

The holder of a NLB BA Maestro Business Card (hereinafter: the cardholder) may use NLB ATMs to:

- withdraw cash in the domestic currency; and
- deposit banknotes in the domestic currency on a NLB Business Account by using the automatic cash deposit feature on ATMs (hereinafter: automatic deposit).

The Bank shall facilitate the withdrawal of cash at all ATMs, and the automatic deposit of cash only at specially marked NLB ATMs.

### **Obligations of the cardholder:**

The cardholder may automatically deposit banknotes of the following denominations at specially marked ATMs: EUR 10, 20, 50 and 100. A maximum of 90 banknotes may be deposited at one time during a single automatic deposit. The banknotes must be straightened and without paper clips, as such foreign objects may damage the ATM. The cardholder shall undertake to pay the Bank for any damages caused to its ATMs.

The ATM shall verify the authenticity of banknotes during a deposit. If the ATM identifies a counterfeit banknote, it shall retain the banknotes and inform the cardholder accordingly on the ATM screen and with a separate printed notification of the completed transaction, on which the number of retained banknotes is stated. The cardholder must visit the NLB branch where the account holder has an open NLB Business Account for information regarding retained banknotes.

The Bank may subsequently verify the authenticity of deposited banknotes after the cash has been booked on a NLB Business Account. If the Bank determines that banknotes are not authentic, it may charge the account holder's NLB Business Account for the amount of such banknotes.

### **Obligations of the Bank**

Deposited cash, which is not retained, shall be booked on the NLB Business Account as soon as a deposit has been successfully completed. The cardholder shall be informed about a successful deposit on a printed notification of the completed transaction. An automatic deposit is possible at any time during the operation of an individual NLB ATM.

## **X. Calculation of interest**

Cash on the account is considered a sight deposit, which is at the account holder's disposal at any time within the timetable and during business hours of the Bank.

The Bank will accrue interest on account holder's funds at the interest rate, within the deadlines and by the method which are in line with the Decision on Interest Rates of Nova Ljubljanska banka d.d., Ljubljana, applicable at a time. Such interest will be accrued on the account at the end of the accounting period which is equal to the calendar year, or when the account is closed. The interest rate is nominal, payable in arrears, accounting for 365- or 366-day year with the month as the accrual period. The calculation and accrual is made on the last business day of the month with the value date on the first day of the next month and upon termination of the Agreement.

In the case of unsettled liabilities on the account, the Bank shall, monthly in arrears, charge default interest for the period from the day of maturity of liability to the day of payment, and the account holder shall pay this interest on the last day of the month. The interest rate for positive balance and for overdraft (classic overdraft facility) shall change in line with the Decision on Interest Rates of Nova Ljubljanska banka d.d., Ljubljana, applicable at a time. The default interest rate is as set by the law.

## **XI. Exchange rate**

The reference (buy or sell) exchange rate applicable at the time of the payment transaction execution will apply to payment transactions requiring currency conversion. Upon currency conversion, the amounts will be rounded up to two decimals. The reference exchange rate is listed in the applicable NLB corporate exchange rates published on the Bank's website (hereinafter:

the Reference Exchange Rate). Changes of the Reference Exchange Rate will apply immediately and without prior notice to the account holder.

When the BA Maestro card is used abroad in a currency other than the euro, the conversion from the foreign currency to euros will be made by using the MasterCard's system reference exchange rate. See section NLB BA Maestro business card.

For conversion between different foreign currencies and the domestic currency, the Bank makes use of:

- the purchase rate from the NLB corporate exchange rates list or an individually agreed exchange rate if it buys foreign exchange funds, applicable as at the day of purchase of foreign currency assets;
- the sell rate from the NLB corporate exchange rates list or an individually agreed exchange rate if it sells foreign exchange funds, applicable as at the day of sale of foreign currency assets;
- the purchase and sell rate from the NLB corporate exchange rates list or an individually agreed exchange rate if it performs conversions between foreign currencies on the account, applicable as at the day of conversion;
- the reference exchange rate of the ECB (European Central Bank) published on the Bank of Slovenia's website for conversion from foreign currency into domestic currency countervalue, applicable as at the date of calculation, if the basis for calculation of the fee is expressed in a foreign currency and the fee is paid in the domestic currency.

## **XII. Fees and costs for services provided**

The Bank shall charge fees and actual costs for rendered payment services and services related to account transactions in the amount, within deadlines and in the manner in line with the applicable NLB Tariff and debit such amounts to the holder's account with which the account holder explicitly agrees.

The account holder shall be obliged to provide the balance on the account at the time when the obligation referred to hereunder falls due.

For repayment of overdue claims to the account holder arising from fees and costs related to other contractual and non-contractual relationships, the Bank may debit the holder's account.

The Bank may debit the holder's account for payment of fees for rendered payment services and services related to account transactions regardless of whether there is any balance on the account. The account holder agrees with debiting.

The account holder undertakes to pay and/or reimburse to the Bank all amounts of duties, taxes, bank fees and other costs incurred by the Bank for drawing up, execution and implementation of account transactions, if the abovementioned costs arise from the compulsory regulations applicable at a time.

## **XIII. Order of payments**

Notwithstanding any different provisions in contracts on issuing a guarantee, loan agreements, agreement on assigning of receivables or other contracts made between the account holder and the Bank containing the authorisation for debiting the holder's account, if the available balance on the holder's account is insufficient to pay all due obligations of the account holder under any contract made between the account holder and the Bank containing the authorisation for debiting the holder's account, all obligations arising from the oldest drawn amount shall be settled first (in the case of agreements on assigning of receivables, the "drawn amount" the principal amount of receivables and any default interest and in the case of guarantee agreements the "drawn" amount means the amount paid by the Bank on the basis of a claim for payment under a guarantee and any default interest) or, if the obligation does not stem from the drawn amount (e.g. processing fee and fee for reserving funds), then the contract date shall be deemed the relevant criteria for determining the order of payment of overdue amounts. In the case of several overdue obligations stemming from the same drawn amount, then regardless of the maturity date, first all taxes, fees, costs, default interest accrued in the previous month will be settled followed by regular interest, the principal and finally the default interest accrued in the current month. In the case of several overdue liabilities from taxes, fees, costs etc. they will be settled in the same order as they fell due.

Notwithstanding the previous two paragraphs hereunder, the Bank may at any time use a different order of repayment of receivables.

## **XIV. Cash operations of the holder of the NLB business account**

The Bank enables the account holder cash operations whereby the account holder shall comply with the regulations governing cash operations.

The account holder and the Bank may agree by a separate agreement on acceptance of cash and documents on locations of the account holder.

## **XV. Sending notifications**

The Bank will, to the address and in the manner agreed upon by the Agreement, notify the account holder on:

- the balance on the account and transactions performed on the account in domestic and foreign currencies (executed orders for payment in debit or approvals to credit his account and all fees related thereto) by the following business day after the execution of a payment order or after crediting his account;
- rejection of a payment order within the deadlines set out in Item VII.c herein;
- granting overdraft within three business days after the approval;
- all data on the payment order (including the reference number enabling the client to identify the payment, amount paid, value date, code of the payer of costs and exchange rate, used at conversion to another currency and all fees related to payment);
- all necessary data on payments received from abroad and SEPA.

The Bank informs the account holder electronically if the holder uses the electronic way of operations with the Bank, or else by post or in another way, specified in the application for opening and managing the account.

The user of the NLB Proklik electronic banking agrees that the Bank informs him on all changes and novelties in the Bank's offering and peculiarities in operations via NLB Proklik via electronic messages in NLB Proklik. Notices on the Bank's offering are specifically marked for the users.

In the case when due to downtime of NLB Proklik for any reason the user cannot be informed via NLB Proklik, the Bank will notify the user on the reasons for downtime and the action taken to remedy it via the contact electronic address for information specified by the user in the application for NLB Proklik. The Bank will not use the contact electronic address to send notices on novelties in its offering.

The account holder agrees that the Bank will notify the former of its products and services, new products and services and benefits, and that the Bank will send the account holder magazines, brochures and other advertising materials regarding the products and services of the Bank and its associated companies, and the products and services prepared by the Bank in conjunction with third parties. The account holder permits the Bank to be notified and materials to be sent to it via various communication channels, including by post and electronic means (e.g. email, telephone and other means).

### **Notifying the Bank on changes**

The account holder undertakes to inform the Bank, immediately but not later than in five days after the change, of any change in the address of the registered office and promptly inform the Bank of any changes in status or other changes in data, which are necessary for managing the account and the register of transaction accounts.

Until the receipt of any notification, it shall be deemed that all communications in relation to the account are received on the date of sending or, in the case of registered mail, after the third business day following the date of sending, provided that the mail is sent to the addresses specified in the Agreement.

Change of the legal representative of a legal entity will be taken into account by the Bank after receiving a resolution on appointment and other documentation required by the Bank regardless of the entry of change in representation right recorded in the relevant registry.

The contracting parties shall refer to the number of the Agreement or to the number of the business account in all written communications related to account transactions.

The holder of the account hereby authorises the Bank to issue written notifications on calculation of interest for the entire period of the Agreement in his name. The holder shall, for the value added tax purposes, accept the written notification on calculation of interest as his own.

## **XVI. Complaints**

The account holder may submit a complaint to the Bank in relation to rendering of services under the Agreement and these General Terms & Conditions.

The account holder submits a written complaint:

- to the account manager appointed by the Bank;
- through NLB Proklik if it is used; or
- in any other way if the Attachments to the General Terms & Conditions for individual service explicitly specify such method.

The account holder shall notify the Bank on any unauthorised or incorrectly performed payment transaction immediately after determining it but not later than within 13 months after the debit.

The Bank will respond in writing to the complaint no later than within 15 days from obtaining all necessary information regarding the holder's complaint.

The contracting parties will attempt to resolve amicably any disputes arising from the Agreement, and if they fail to do so refer the case to court.

## **XVII. Changes to the General Terms & Conditions**

The Bank will inform the account holder on any change of the Agreement by the General Terms & Conditions at least fifteen days after the planned change, namely electronically to account holders using NLB Proklik and otherwise by a comment on the paper daily statement.

The text of the changed General Terms & Conditions will be published on the Bank's website and made available in all NLB branch offices.

It will be deemed that the account holder accepts the proposed change if until the day before the proposed date of application of the changed Agreement by the General Terms & Conditions the account holder will not inform the Bank on his rejection of the proposal. If the account holder disagrees with the proposed change, he shall terminate the Agreement by the date before the changes enter into force. If the account holder disagrees with changes of the General Terms & Conditions but does not terminate the Agreement, it shall be deemed that the Bank has as of the date of notice on the intended change of the General Terms & Conditions terminated the Agreement with the account holder where the termination shall enter into force on the date the changed General Terms & Conditions become valid.

## **XVIII. Term and termination of the Agreement**

The Agreement is concluded for an indefinite period. The account holder or the Bank may terminate the Agreement with a 15-day notice. The account holder may terminate the Agreement only if this does not represent a violation of other contractual provisions concluded with the Bank and if all the liabilities arising therefrom are settled before the account is closed.

The Bank may terminate this Agreement without a notice period, should it find out that the account holder did not comply with the provisions set out in the Agreement, the General Terms & Conditions – especially if the account holder did not settle his liabilities arising from the agreement on classic overdraft facility on the NLB business account and other obligations towards the Bank.

If the Bank terminates the Agreement it shall previously inform the account holder thereof. The account holder shall inform the Bank the account where the Bank is to remit cash. If the account holder fails to do so within 8 days, the Bank will remit the funds to a special temporary account of its choice where no interest is accrued. In such case it shall be deemed that the account holder is in creditor's default.

## **XIX. Confidentiality of data**

Data on the account existence with significant data are submitted to the transaction accounts register in line with the applicable regulations.

The contracting parties hereby undertake to handle as confidential all data, facts and circumstances with which they have become familiar while executing this Agreement, unless otherwise stipulated by the regulations applicable at a time or otherwise agreed by the contracting parties. The Bank shall handle as confidential all data on the account holder and data on transactions performed on such account, which it shall not forward to any third parties, unless:

- it is bound to submit such data to third persons pursuant to the applicable legislation at a time;
- these are public data;
- it is obliged to submit such data to third persons in order to fulfil its obligations arising from the execution of orders placed by the account holder.

The account holder authorises the Bank to obtain the data, related to managing the account and stated in the request for opening the account, at any time by itself, if he fails to submit the data in time by himself.

Information and data related to account transactions including all additional services on the account shall be deemed confidential unless the applicable regulations stipulate otherwise.

## **XX. Introduction of the euro**

In case that in addition to or instead of individual national foreign currency on the account in an EU member state the euro is recognised as the legal tender:

- on the day determined by regulations of the member state for conversion from foreign currency into the euro (hereinafter: the Euro Conversion Date) financial assets in individual national foreign currency on the account are calculated from foreign currency in accordance with the prescribed exchange rate into euro;
- from the Euro Conversion Date the basis for calculation of the balance on the account in the domestic currency in this foreign currency on the account, charging default interest and fees shall be the euro;
- from the Euro Conversion Date all references regarding the rights and obligations under the Agreement on opening and managing the NLB business account, which are related to foreign currency on the account, are automatically changed into the euro.

Replacement of the currency on the account with the euro and any consequences of this replacement do not have influence on the existence, volume and amount of payment obligations and other liabilities under the Agreement.

## **XXI. Transitional and final provisions**

The Bank and the account holder hereby agree to exclude provisions of the ZPlaSS for which the Act permits exclusion or restricted use so that Articles 76 through 97, 103, 107, 120, 122, 123, 127 and 129 through 131 of the ZPlaSS do not apply and are replaced by the contents stemming herefrom.

Slovene shall be used for the Agreement, the General Terms & Conditions and communications during the term of the Agreement.

The Agreement and the General Terms & Conditions shall be subject to the Slovenian law. The court of competence at the location of the Bank's registered office shall decide on any disputes. Notwithstanding the above, the Bank may exercise its rights before any other court competent for the account holder.

The Bank of Slovenia is competent to handle proceedings concerning violations related to payment transaction services under the ZPlaSS.

As of the date of entry into force hereof, the provisions set out herein shall be used as regards the contents regulated in agreements and the general terms & conditions made before the entry into force hereof.

The banking services under these General Terms & Conditions the regulations on value added tax are exempt from value added tax. Value added tax is not charged under the Agreement and the General Terms & Conditions, in line with Point c, Paragraph 4 of Article 44 of the Value Added Tax Act.

These General Terms & Conditions shall take effect as of 16 January 2012.