

## General Terms & Conditions for NLB business account

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## 1. 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 other 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 order for opening and managing a business account is submitted. These General Terms & Conditions consist of:

- Extract from the NLB Tariff and the Resolution on Interest Rates of NLB d.d. for holders of NLB business accounts,
- Schedule - payment transactions at home and Schedule - payment transactions abroad and at home in a foreign currency and currency conversions (hereinafter: the schedule).

**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.**

General terms and instructions stated below (hereinafter referred to as the attachments to General Terms & Conditions) represent a constituent part of these General Terms & Conditions if the holder makes use of business operations and/or services regulated by them; 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 Klikpro mobile banking
- General Terms & Conditions for the use of the NLB day/night safe deposit box
- Instructions for filling in the UPN – universal payment order (<http://www.nlb.si/placilne-transakcije>),
- Rules for the universal payment order (UPN) issuing (<http://www.nlb.si/univerzalni-placilni-nalog>),
- Instructions on how to fill out cross-border payment orders, payment orders to third countries and domestic foreign currency payments (<http://www.nlb.si/placilni-promet-s-tujino-podjetja>).

## 2. Definition of terms

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

<b>Bank</b>	<p>NLB d.d. Ljubljana Trg republike 2, SI-1000 Ljubljana Tel. + 386 1 477 20 00 E: info@nlb.si www.nlb.si</p> <p>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 <a href="http://www.bsi.si">www.bsi.si</a>. 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 ZPlaSSIED.</p>
<b>Account holder</b>	<p>A legal entity, sole proprietor, private person or a community or other 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>
<b>Authorised person</b>	<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>
<b>NLB business account</b>	<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>Virtual card</b>	A card issued only in digital form in NLB Pay mobile wallet and has no physical form.
<b>Contactless operations</b>	Are operations with Business Debit MasterCard or NLB BA Maestro business cards without a direct contact between the card and the POS terminal or ATM; all Business Debit MasterCard or NLB BA Maestro business cards allow for contactless operations, which means that there is no need to insert the card into the POS terminal or ATM; the card only needs to be put near the POS terminal to carry out the transaction. Up to a certain amount contactless operations also allow for purchases without entering the PIN number or signing the slip. The amount up to which contactless operations are possible without entering the PIN number or signing the slip are published on the bank's webpage and may vary from country to country. PIN number must always be entered at ATMs.
<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, and execution documents 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 service provider</b>	Is a third person offering payment services and enabling the Account Holder to submit a payment order at request available on-line. The payment account is available on-line if the client uses electronic or mobile bank.
<b>Provider of the service of providing information about accounts</b>	Is a third person offering payment services and enabling the Account Holder to use the service of providing information about one or several of their payment accounts available on-line. The payment account is available on-line if the client uses electronic or mobile bank.
<b>Payment transaction</b>	Is the act of deposit, transfer or withdrawal of cash assets ordered by account holder or payment recipient
<b>Payment order</b>	Is the instruction for the bank by which the account holder, payer or recipient of payment orders implementation of a payment transaction credited or debited to the business account
<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) Switzerland, United Kingdom, Monaco, Andorra and Vatican.
<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/from a country not member of the EEA regardless of the currency of payment.
<b>Currency conversion</b>	The sale or purchase of foreign currency or foreign currency exchange on the holder's account.
<b>Approval of payment</b>	The bank will perform the payment transaction if the account holder 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, signed by the authorised person and provides cover for its execution;</li> <li>• for direct debits – if he gives approval for the service and makes no objection to the debit one business days before the debit;</li> <li>• if PIN is used in transactions with Business Debit MasterCard or BA Maestro NLB Business card;</li> <li>• if, when making a transaction with Business Debit MasterCard or BA Maestro card, the holder leans the card to the POS terminal and no PIN needs to be entered, considering the amount of transaction;</li> <li>• if the bank receives a request from the payment order service provider to carry out a transaction.</li> </ul>

<b>Consent for the provision of information about accounts</b>	Is the account holder's consent issued to the provider of the service of providing information about accounts, making inquiries into accounts and information about the balance on the NLB business account.
<b>Value date</b>	is the date of debiting or crediting the funds on the NLB business 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 and which enables cash operations, as shown in the currently valid corporate exchange list of the bank.
<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>

### 3. 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;
- an order for opening and managing an NLB business account has been submitted on the bank's internal form;
- 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 order for opening and managing an NLB business account and submission of the prescribed documentation.

On the basis of the signer agreement the bank will open a NLB business account for the, on which the holder will be able to keep his financial funds in domestic and various foreign currencies (hereinafter: currencies on the account) and through which the bank will receive payments for the holder and execute payments on his behalf and for his account, and provide 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 combine the NLB Business Account and other services into relevant types of packages with a predefined range of services for a single fee provided by the NLB Tariff. When opening the Business Account or any time during the contractual relationship, the account holder can choose or change the type of package.

The bank has a right to change the range of services and fee per package by informing the account owner in the usual way as defined for changing the General Terms and Conditions or NLB Tariff.

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.

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

### **4.1. 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 other entity set up under civil law.

The legal representatives and authorised persons of the account holder may carry out transactions with the Business Debit MasterCard or 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.

### **4.2. NLB business account for private persons**

The bank will open an NLB business account for private persons to a private person whose activity is not registered in the AJPES business register. The private person may obtain Business Debit MasterCard for him/herself and his/her authorised persons.

### **4.3. NLB business account for a company being incorporated**

The bank will open an NLB business account for a company being incorporated by order of the founder of a legal entity (company or private institution) who must ensure payment of share capital/equity capital in cash for establishing a company or institution. The articles of Association or Partnership Agreement are required for opening this account. 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.

### **4.4. NLB business account for clients of a notary public/lawyer/executor**

The bank will open an NLB business account for clients of a notary public/lawyer/executor on behalf of the notary public/lawyer/executor in line with the applicable legislation. The notary public/lawyer/executor shall operate the account in his/her name and for the account of his/her clients. The account is managed separately from the account opened by the notary public/lawyer/executor for his/her regular business.

### **4.5. NLB business account of a condominium reserve fund**

The bank will open an NLB business account for a condominium reserve fund for managers of multi-apartment buildings which must be registered for real estate management. As a rule, 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 or other agreement between condominium owners and the manager, specifying the manager, which the manager shall submit to the bank.

### **4.6. 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.

### **4.7. 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 opened 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.

#### **4.8. 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 order 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 Business Debit MasterCard.

#### **4.9. 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 transformed from a classic NLB business account or the NLB business account for private persons, after the bankruptcy proceedings are announced. 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.

#### **4.10. 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/her behalf and for the account of the consumer or 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.

#### **4.11. 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 order 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 Business Debit MasterCard.

#### **4.12. NLB business account for foreign legal entities**

The bank will open an NLB business account for foreign legal entities to a foreign legal entity, sole proprietor, diplomatic mission of foreign country and other institutions based in foreign countries. The legal representatives and authorised persons of the account holder may obtain the Business Debit MasterCard.

#### **4.13. NLB escrow account of cover of assurance of domestic insurance companies, brokerage companies and pension funds**

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 order by a legal representative or procurator of a domestic insurance company for each cover of assurance fund separately.

The bank will open an NLB escrow account for a brokerage company based on an order by a legal representative or procurator of a brokerage company in accordance with the Market in Financial Instruments Act.

The bank will open an NLB escrow account for pension fund or cover pension fund or group of cover funds upon receipt of an order from the fund manager in accordance with the Pension and Disability Insurance Act.

#### **4.14. NLB business account for investment funds**

The bank will open an NLB business account for investment funds to an investment fund based on an order 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.

#### **4.15. NLB Fiduciary account for Real Estate Company**

The bank will open an NLB escrow account of real estate company for a real estate company or sole proprietor – individual whose activity is real estate brokerage, for transactions on its behalf and for the account of its clients. The Bank will open the account in line with the applicable legislation. This account

shall be kept separately from the account of real estate company or sole proprietor – individual whose activity is real estate brokerage, for its regular transactions.

## **5. 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 article 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.

If the bank does not allow the cash operations in the currency, which can operate on a business account, this means that a customer can not perform cash withdrawals in this currency, but may execute non-cash payment transactions or convert that foreign currency into domestic currency. Which foreign currencies the customer can not use for cash, is adequately marked on the exchange rate list of the bank.

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.

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

The account holder can authorise in writing an authorised person(s) for operations on the account.

Two types of authorisations are used for operations on the account, namely:

- Authorisation for signing orders and
- Authorisation for cash transactions.

The person authorised to sign orders has the same rights as the account holder, with the exception of the following:

- The authorised person is not entitled to transfer his/her authorisation to other persons,
- The authorised person is not entitled to cancel the agreement and require closing of the account.

The person authorised for cash transactions is only entitled to:

- Independently sign the internal orders for cash payments credited to NLB business account,
- Independently sign the internal orders for cash exchange via the NLB business 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.

## **7. Payment orders and provision of information about the account via third-party payment service providers**

### **7.1. 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.

### **7.2. Execution of payment orders**

Payment orders submitted to the bank by the account holder themselves or an authorised person of third-party for their account 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/or Klikpro, 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. The account

holder shall be responsible for the accuracy and completeness of the data on the payment order, which must be compliant with the Instructions for filling in the UPN - Universal payment order and the Instructions on how to fill out cross-border payment orders, payment orders to third-countries and domestic foreign currency payments.

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 exceptionally, if a payment order is submitted via NLB Proklik and Klikpro, it can be made out on a future banking date, but no more than 180 days in advance, from the day of submitting the order. 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 article 7.3.

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 12 of these General Terms & Conditions is used.

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 process payment transactions in accordance with the General Terms & Conditions. Payments are credited directly to the banks managing the accounts as required by the payment order or via intermediary banks selected by the bank. 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 to 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.

### **7.3. Payment order execution deadline**

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

The bank will execute the payment order in examples from article 7.2 hereof:

- On the payment order date in the case of domestic payments in euro;
- No later than the next business day after receipt in the case of a cross-border payment in EUR;
- 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 10 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 within the schedule 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.

#### **7.4. Ordering payment orders via the providers of payment order services**

The Account Holder can submit a payment order also via the providers of services ordering payments for the payment account available on-line. The Bank will execute the payment order in accordance with Item 7.2 once received from the provider of payment order services, and the user will carry out the authentication using security elements of on-line or mobile bank. To avoid abuse, the account user can check whether a payment order was ordered via a register provider of payment order services, at the Bank of Slovenia website.

#### **7.5. Forwarding information about accounts via the providers of the service of providing information about accounts**

An Account Holder can obtain the information about their NLB Business Account, available on-line, via the providers of the service of providing information about accounts. At their request, the Bank sends the providers of the service of providing information about accounts the information about the Account Holder's NLB Business Account and the user will carry out the authentication using security elements of on-line or mobile bank.

#### **7.6. 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 and payment of fee there is insufficient balance on the account as well as orders tied to a condition will be rejected by the bank immediately or on the day of execution. Bank also reserves the right to reject a payment order if it detects a possibility of fraud, or abuse or if it detects suspicion of other unusual transactions and/or their authenticity cannot be checked and verified immediately.

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 article 7.3 herein. Bank will inform the user that a payment order or payment transaction order has been rejected and, if possible, state the reasons for rejection and the procedure to resolve issues that caused rejection, unless this is prohibited based on other regulations.

#### **7.7. 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.

### **8. Additional services on the NLB business account**

#### **8.1. Business Debit MasterCard and 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 Business Debit MasterCard, which allows for contactless operations, within three weeks from opening of the account and ordering of the card (hereinafter in this section: the card). At the request of the legal representative, a special Business Debit

MasterCard may be issued, which is exclusively used for depositing cash at ATMs by the authorised person.

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 ordinary mail and the PIN number separately by registered mail or via SMS on mobile phone. The method of receiving the PIN number (by registered mail or via SMS) is determined by the cardholder when submitting the card application. In case that the bank sends a PIN number by registered mail, the cardholder will be charged of the fee in accordance with the NLB Tariff. If the bank sends the PIN number via SMS, the cardholder must take it within 30 days of the order, in accordance with the instructions on the NLB Portal or on the card carrier. After the expiration date, the PIN number will no longer be active and a new one must be ordered. If the bank sends the card by post and PIN number via SMS, or by registered mail, it will be deemed that the cardholder received them if they were submitted to his last address reported to the bank or to the last reported mobile number.

If a non-accepted letter is returned to the bank, the bank again informs the user of the card in writing that the card has arrived and asks the card holder to collect the card in the branch office (hereinafter: invitation). The deadline for collecting the card shall be 90 days of delivering the invitation to the post office to be sent to the last known address of the card holder. After the expiry of 90 days, the bank shall destroy the card. If the user then orders a new card, the bank shall charge them for the production of a new card in accordance with the currently applicable tariff of the NLB.

The bank shall also send a text message to the cardholder's mobile phone number to forward them important information and notifications regarding the business debit card they use. The cardholder is responsible for the correctness and truthfulness of the data provided to the bank and is obliged to immediately notify the bank of the change of the mobile phone number. The cardholder may at any time object to the use of their mobile phone number for this purpose. In this case, the bank shall stop informing them via text messages.

The holder of the NLB Package / Business Account can decide that the bank could issue a Mastercard debit business card only in digital form (virtual card), which means that the card holder does not receive a physical card. With the virtual card, card holder can operate via NLB Pay Mobile Wallet. Card holder may at any time decide to replace the virtual card with a card in physical form. Cardholder can have only one type of card: virtual card or physical card.

The card holder gets the card from his front office account manager. The front office 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 shall use proper care with the card by:

- Complying with all provisions of the general conditions applying to the use of the card;
- preventing, to the maximum extent, the loss and unauthorised confiscation and abuse thus preventing material loss;
- Not lending the card or enabling it to be used by third parties, since the card is not transferable and may only be used by the holder;
- Always having the card under supervision (e.g. in a restaurant, hotel room, means of public transport and in places with many people);
- Not leaving the card with other valuables kept in a wallet or purse in a visible place (e.g. car seat) or unsupervised (e.g. on a hanger in public places);
- Keeping eye on the card upon every use and supervising the entire card payment procedure;
- If the PIN number is sent by post: remembering PIN once he/she receives it and destroying the envelope with the PIN;
- If the PIN number is sent via SMS: remembering PIN once he/she receives it and delete the SMS from the mobile phone.
- Remembering PIN once he/she receives it and destroying the envelope with the PIN;
- Not disclosing PIN to any person and by not storing or keeping it written on a note or otherwise together with the card;
- Paying attention to the area around him/her when entering PIN and by covering the keyboard with a hand whenever entering PIN;
- If the holder suspects that an unauthorised person knows his/her PIN, he/she has to inform the bank and immediately change PIN at an ATM enabling such service.

The failure to use due care in handling of the card and the PIN number as defined herein is deemed gross negligence on the part of the card holder. The card holder shall comply with all other instructions, warnings and advice of the bank referring to card use.

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. Upon every change or renewal of the card only a contactless card will be issued. 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 may also block the card if the card holder operates in a manner contrary to these General Terms & Conditions or in a manner that causes interruptions in the bank's authorisation systems. 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-transferable 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 Mastercard and 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 shall not be responsible for any damage suffered by the user or holder of the card at a POS, other provider of payment services or ATM, if transaction or other service cannot be executed through no fault of the bank.

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. The bank will charge a fee for each transaction other than the euro pursuant to the NLB Tariff applicable at a time.

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 unapproved 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 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.

## **8.2. Using the card in a standard and contactless manner**

The card holder should use the card on points of sale in the following manner:

- when using the card in the standard way the card holder must insert his card into the POS terminal and enter his PIN number or sign a slip if necessary or just insert the card into the POS terminal,
- when using the card in the contactless manner the card holder should:
  - make a contactless payment transaction on all points of sale marked with a MasterCard Pay Pass logo,
  - when purchasing goods or services on the point of sale, put the card close to the POS terminal and enter his PIN number,
  - PIN number does not have to be entered up to the transaction amount set by the international card systems, the amount may vary and is published on the bank's webpage and may vary from country to country,
  - enter his PIN number if required by the POS terminal regardless of the transaction amount,
- not let the card out of sight for every transaction and monitor the entire card payment procedure,
- pay attention to surroundings when entering the PIN number and always use the second hand to cover the numbers when entering the PIN number,
- the signature on the slip must always be the same as the one on the card,
- check the purchase amount on the slip before entering the PIN number,
- by signing the slip or entering the PIN number or making a contactless transaction the card holder agrees to make the payment transaction and confirms that the amount on the slip is correct and undertakes to settle it with the bank in accordance with these General Terms & Conditions,
- insert the card into or run it through or bring it near the POS terminal only once, or he should ask the merchant to present a slip on unsuccessful transaction for every failed authorisation,
- on the point of sale allow the merchant to check the card's expiry date in his presence and if requested to do so identify himself with a personal document valid in the county of the point of sale,
- always take a purchase receipt for his own record and keep it until receiving the bank statement or a list of transactions for the period displaying individual transactions,
- destroy the purchase receipt after having checked the bank statement or the list of transactions to prevent an unauthorised person from reading important card information,
- not use the card for illegal purposes, including purchases of goods and services prohibited by the country in which the card is being used.

### **8.3. PIN Number Change**

The cardholder can change the PIN number at the ATM at will. In doing so, he must consider:

- if the cardholder has several cards, it is recommended that each card has a different PIN number,
- the PIN number must consist of four random number,
- the PIN number must not contain any personal data (eg. date of birth, part of Tax number, etc.),

The cardholder shall use the proper care with the changed PIN number as described in the previous paragraphs.

### **8.4. Use of the Business Debit MasterCard and NLB BA Maestro business card for online purchases**

The bank shall enable the card holders with activated service SMS-Alert to use the Business Debit MasterCard and NLB BA Maestro business card for online purchases of products or services on websites supporting the payment by NLB BA Maestro business card. If a card holder wishes to use the Business Debit MasterCard and NLB BA Maestro business card for online purchases, the NLB BA Maestro business card must be personally activated for such purpose in in the NLB Branch managing card holder's business account. Business Debit MasterCard enables online shopping without special activation of the service.

The card holder must use the Business Debit MasterCard or NLB BA Maestro business card for online purchases in the following manner:

- The data written on the card (card number, validity date) are set as the card's security mechanisms and are not allowed to be forwarded to anybody, except in cases an online purchase has already been performed and payment must be executed;
- At the on-line points of sale marked with Mastercard Identity Check, payments are made pursuant to item 8.2.1;
- The card holder must perform the online purchases only at secure websites and with secure and verified providers of goods and services;
- The card holder must always check for any published notices about online frauds;
- The card holder must make sure that his device used for accessing the on-line points of sale and making payments is protected against attacks and viruses with appropriate technical and software protection.

On the bank's internal website <http://www.nlb.si/varnost-karticnega-poslovanja> advice for safe card use is published.

The failure to use due care in handling of the card, PIN number and data written on the card, as defined herein is deemed gross negligence on the part of the card holder. The card holder shall comply with all other instructions, warnings and advice of the bank referring to card use.

In the case of purchase via the Internet, catalogue, telephone or other technical means, the card holder shall keep all the documentation that proves the order of goods and services. The card holder shall be obliged to submit it if requested by the bank. If the card is used to confirm a hotel or rent-a-car service booking, the card holder, in case the consent was issued for the implementation of the reservation without providing the exact amount, shall not be entitled to the compensation of the amount of performed transaction within eight weeks from the date of debiting.

The bank may but is not obliged to limit the use of the card (rejected authorisations/card transactions) 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.

If the bank prevents a card user from making a card payment at a certain point of sale due to the processes of abuse monitoring and prevention, and if the card holder explicitly demands payment at that point of sale, the bank shall not be responsible towards the card holder for any damage or costs suffered by the card holder in relation to such payment. The card holder undertakes to compensate to the bank all amounts it has to pay to any third parties.

The card holder may cancel the use of the NLB BA Maestro business card for online purchases at any time, personally by submitting an order in the home branch of the bank.

#### 8.4.1. Mastercard Identity Check security element

In order to increase security or reduce the possibility of abuse in on-line operations using the MasterCard and Maestro cards, the card holder uses additional security elements Mastercard Identity Check (hereinafter: security element).

The bank can, at any time, periodically change or temporarily or permanently terminate the use of the security element (or any part of it) at the request of the international card systems.

##### **Activation of security element and its use**

For the needs of activation and use of the security element, the bank must keep in its records the mobile phone number of the card holder which is used for the sending of one-time authentication passwords. If the bank does not have the card holder's mobile phone number or if it is incorrect, the card holder must inform the bank of the mobile phone number to which the one-time-passwords are to be received, or any change to it personally in a bank's branch or via other communication channels of the bank allowing for appropriate identification of the card holder. By activating the security element, the card holder guarantees that the data submitted to the bank are correct and complete and that they are entitled to use the mobile phone number and all the cards they wish to activate for the use of the security element.

After the activation of the security element, the card holder has to enter the one-time password sent to the card holder's mobile phone number in the event of any future on-line purchase at a point of sale using the security element, prior to making the purchase.

##### **One-time password and security**

The card holder is solely responsible for assuring the confidentiality of the received one-time passwords and all other activities for which such one-time passwords are used. The card holder may not transfer, disclose or sell the use or access to the use of the security element to a third person.

The card holder shall be solely responsible for assuring the security and confidentiality of the mobile device and shall be obliged to keep it safe so as to prevent it from being lost, stolen and/or abused. Additionally, the card holder undertakes to immediately inform the bank of the lost, stolen or abused card, as well as of any other unauthorised use of one-time passwords or any other violation. The card holder approves and agrees that neither the bank nor Mastercard are responsible for any loss or damage arising from non-compliance with these Terms and Conditions of use on the part of the card holder.

##### **Responsibility**

The bank and Mastercard:

- make no warranties in relation to the security element or its use, unless stipulated otherwise by the applicable legislation,
- shall not be responsible towards the card holder or a third person for any change, temporary suspension or cancellation of the use of security element,
- shall in no case be liable for any potential loss or damage to the card holder (such as damage to the computer or telephone connection of the card holder) arising from the use of the security element and/or access to, use or downloading contents from the website where the security element is kept.

### **Transactions with merchants**

Any correspondence or operations of the card holder with the on-line merchants or participation in the promotions of the on-line merchants using the security element, including the payment and delivery of the related goods or services and other terms and conditions, warranties or guarantees related to such transactions, are solely in the domain of the card holder and the on-line merchant. The bank and Mastercard shall not be responsible for any loss or damage arising from such operations.

The use of the security element shall not mean that the bank or Mastercard recommend or support any merchant or check such merchant's identity or the quality of goods and services of such merchant, regardless of whether the merchant enables the operations using the security element.

#### **8.4.2. Online payment verification-biometrics for online purchases**

The cardholder confirms the online payment in the NLB Pay mobile application by entering a four-digit password. Instead of entering a four-digit password, the cardholder can activate it using his biometric data, if his device - smartphone allows fingerprint recognition, face recognition or iris recognition and the cardholder uses the appropriate installation on his device - smartphone.

At any point the bank does not collect, store, process or pass the biometric data of the cardholder. The biometric data of the cardholder are processed exclusively in the device operated by the cardholder. If the cardholders do not have a smartphone or do not use NLB Pay, they can register for free in the Rekono.si web application. For each online payment, the cardholder receives an OTP password on his mobile phone, which enters the Rekono application and confirm the online payment.

### **8.5. SMS-Reminders and SMS-Alerts for legal entities**

The bank enables the various types of SMS-Reminders and SMS-Alerts about the transactions of the account holder. The bank shall approve use of the receiving of SMS-Reminders and/or SMS-Alerts under the condition that the account holder submits a completely and correctly filled in form and is correct in the relationship with the bank, in the latter's opinion. The account holder who orders the service of receiving SMS-Reminders and/or SMS-Alerts for the use of services for which the bank provides this option shall receive SMS-Reminders and/or SMS-Alerts from the bank to the mobile phone number indicated in the order filed under these General Terms & Conditions. The account holder shall be responsible for the accuracy and truthfulness of data provided in the order.

The bank provides the receipt of SMS-Reminders and/or SMS-Alerts on mobile phone numbers of domestic or foreign mobile phone operators, depending on a schedule published on <https://www.nlb.si/sms-sporocila-podjetja> and depending on the type of SMS-Reminder or SMS-Alert. Several authorised persons of a legal person for receiving SMS-Reminders and/or SMS-Alerts cannot use the same mobile phone number.

The account holder must immediately communicate all changes related to his/her personal data, the card, the change of mobile phone number or cancellation of the mobile phone number or the bank's services used, in relation to which the SMS-Reminders and/or SMS-Alerts are sent. The account holder has been informed that the message transfer system is not completely reliable and secure. The mobile operator does not guarantee safe and reliable sending of SMS-Reminders and/or SMS-Alerts to the account holder. The account holder waives any claims in this respect, especially, but not exclusively, the disclosure of the contents of SMS-Reminders and/or SMS-Alerts to unauthorised third parties or non-receipt of SMS-Reminder and/or SMS-Alert.

The cardholder confirms the online payment in the NLB Pay mobile application by entering a four-digit password. Instead of entering a four-digit password, the cardholder can activate it using his biometric data, if his device - smartphone allows fingerprint recognition, face recognition or iris recognition and the cardholder uses the appropriate installation on his device - smartphone.

At any point the bank does not collect, store, process or pass the biometric data of the cardholder. The biometric data of the cardholder are processed exclusively in the device operated by the cardholder. If the cardholders do not have a smartphone or do not use NLB Pay, they can register for free in the Rekono.si web application. For each online payment, the cardholder receives an OTP password on his mobile phone, which enters into the Rekono application and confirm the online payment.

The bank undertakes to send the account holder SMS-Reminders and/or SMS-Alerts according to the selected criteria, except in the case of force majeure or reasons on the side of the data distribution company or the recipient of SMS-Reminders and/or SMS-Alerts. The bank does not guarantee that the SMS-Reminders and/or SMS-Alerts will be sent in due time, if the recipient is in a no-signal area preventing receipt of SMS-Reminders and/or SMS-Alerts, or if the recipient's SMS box is full, etc. If the recipient does not receive an SMS-Reminder and/or SMS-Alert, the mobile operator tries to deliver the message by the deadline and in the manner that it provides to its network users. The bank will 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.

The account holder shall be charged a fee for the sent SMS-Reminders and/or SMS-Alerts pursuant to the NLB Tariff applicable at a time. The fee shall be charged monthly, provided the account or the service has been active for at least one day in the month and regardless of whether any transaction was made and irrespective of the number of sent SMS-Reminders and/or SMS- Alerts. The fee shall be settled pursuant to article 13 hereof.

The bank may suspend and terminate the service of the sending of SMS-Reminders and/or SMS-Alerts, if the provisions of these General Terms & Conditions are not complied with by the account holder, if the NLB business account is closed, upon the death or contractual incapacity of the recipient of SMS-Reminders and/or SMS Alerts, in case the authorisation for the NLB business account is revoked, on the request of the recipient of SMS-Reminders and/or SMS-Alerts or account holder, in the event of improper operation of the account holder or at its own discretion. The bank shall also suspend the sending of SMS-Reminders and/or SMS-Alerts upon the request of the holder of the mobile phone number if it is established that this was not the account holder and if the owner of the mobile phone number so requires. The account holder may at any time cancel the service of receiving SMS-Reminders and/or SMS-Alerts, personally by submitting the order to their business account manager.

#### 8.5.1. SMS- Reminders for the NLB business account holders

The bank provides the service of sending SMS-Reminders to the NLB business account holders. On the order, the account holder selects the type of SMS-Reminder and the manner of receiving and the recipient of SMS-Reminder (hereinafter: the user).

##### **SMS-Reminder about NLB business account balance:**

- Message once a day – the user will receive the SMS-Reminder once a day in the morning or in the evening, on each business day,
- Message once a week – the user will receive the SMS-Reminder once a week in the morning or in the evening, on a specified day.

##### **SMS-Reminder about inflow to the NLB business account:**

- Will be sent to the user after the inflow to the NLB business account,
- The bank will also send SMS-Reminders for cancelled inflows.

Class	Limit values for sending a message (a message is sent if the amount of inflow equals or exceeds)
1	regardless of the amount
2	EUR 50
3	EUR 200
4	EUR 500
5	EUR 1000

#### 8.5.2. SMS-Alert service

The bank provides the use of the SMS-Alert service for the holders of Business Debit MasterCard or BA Maestro NLB 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 can select 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	more than EUR 30	more than EUR 20	more than EUR 30	more than EUR 20	all	all	all	all
Group 3	more than EUR 50	more than EUR 40	more than EUR 50	more than EUR 40	all	all	all	all
Group 4	more than EUR 100	more than EUR 50	more than EUR 100	more than EUR 50	all	all	all	all

If the user's existing card is no longer valid because it has been blocked (abuse, damage, etc.) and after ordering and being issued a new card the user does not receive SMS-Alerts when using the new card, the user shall immediately inform the bank thereof.

The bank will send the user SMS-Alerts for executed and non-executed (rejected) authorised transactions that are of the amount within the range specified by the user for the SMS-Alert service.

SMS-Alerts for transactions involving a foreign-currency payment or cash withdrawal are informative and may deviate from the actual amount of payment or cash withdrawal due to varying reference exchange rates of the Mastercard and Visa card systems, if the time of transaction execution/authorisation is different than the time of processing transaction/financial transaction.

Data on the purchase amount are forwarded to the data distribution company solely for the purpose of informing the user.

The users who ordered the service of BA Maestro card for online purchases may cancel the SMS-Alert service only if they also cancel the use of BA Maestro card for online purchases.

## 8.6. SEPA Direct Debits

### 8.6.1. Account holder – Creditor (payment recipient)

The bank enables the account holder to use SEPA Direct Debits (SDD) in EUR as the creditor under the SEPA Core Direct Debit Scheme and under business-to-business (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.

The bank shall enable the recipient of payments to check the type of accounts of the payers which support SDD transactions. By controlling if the payer's account allows for SDD or not, the recipient of payment ensures that the SDD would not be rejected because of unsupported type of account.

### 8.6.2. Account holder – Debtor (payer)

The bank enables the account holder to use SDD in EUR also as the debtor–payer. The bank does not support the use of SDD in foreign currencies. 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 bank enables the account holder to use limitations related to the execution of all SDD or limitation of limitation of the execution of SDD for specific payment recipients only. Possible limitations are:

- The amount of individual SDD,

- For a specific period of time,
  - For a specific consent,
  - For the frequency of executing SDD (daily, weekly, monthly, quarterly, semi-annually, annually).
- The account holder submits a request for the provision of service hereunder on the form Request for the limitation of SDD, which is published at the NLB Web Portal or available to the account holder or provided for the account holder by the business/account manager.

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 NLB Tariff.

### **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. To ensure greater security in the provision of the service and prevent possible abuse, an additional control was introduced in the execution of a payment transaction, relating to the existence and content of the mandate. The account holder must inform the bank of the issued mandate in the CORE scheme for SDD in time or no later than one working day before the first debit of NLB Business Account, within working hours, and provide it with a copy of the mandate or all mandatory data from the mandate via the NLB Proklik electronic bank, the account manager, or submit it in an NLB Branch Office. The bank verifies the data from the mandate with the data from the payment order by which the recipient of the payment orders the bank to perform the SDD. The bank refuses to execute the SDD if it does not have all the mandatory data on the valid mandate by the account holder or if these data do not match the data on the payment order to perform the SDD. In the event that the holder of the account did not inform the bank of a change or revocation of the mandate, the bank will execute the SDD. 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 grants or rejects the refund request based on the findings. 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 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 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.

## **8.7. SEPA bulk payments**

SEPA bulk payment 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.

The account holder may sign a contract with the bank for the execution of SEPA bulk 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 SEPA bulk 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 SEPA bulk 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 schedule published at its website, applicable at a time. 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 SEPA bulk 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.

## **8.8. 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. An e-mail is also considered a written request.

Mutual rights and obligations are specified by a separate agreement on standard overdraft on the NLB business account.

## **8.9. Cashing cheques issued abroad**

The bank cashes cheques issued abroad via its correspondence network and contractual foreign banks. The account holder that submitted the cheques issued in foreign currencies for cashing must keep copies of the cheques submitted for cashing.

The bank shall not be responsible for potential loss of rights arising from the cheques and potential loss and costs incurred by the account holder in the case of:

- lost cheque on the way to the bank or
- potential damage of the content of the mail containing cheques.

The bank shall not be responsible for any loss, theft, destruction or damage of cheques on the way between the drawee bank and the bank cashing the cheques. The bank shall not be responsible for the authenticity of the cheque, non-payment of a cheque or delayed payment.

In the event of subsequent rejection and/or cancellation of a cheque by the drawee for any reason whatsoever, the bank shall immediately inform the holder of account thereof. The account holder shall be obliged to immediately authorise the bank in writing to debit their NLB business account for the nominal amount of the cheque, the cost of foreign bank and the bank's cost.

## **9. Use of distribution channels**

The following distribution channels may be used in account transactions:

NLB Proklik, Klikpro, NLB day/night safe deposit, bank counter and sole proprietors and private persons may also use NLB Teledom.

For the use of each distribution channel, the account holder and the bank shall sign an agreement; regardless of the above, the account holder may use the NLB's ATMs.

### **9.1. NLB Proklik**

The method of operation and customer communication via the electronic bank NLB Proklik is defined in the General Terms & Conditions for the use of electronic bank NLB Proklik.

## 9.2. Klikpro

The method of operation and customer communication via the mobile bank Klikpro is defined in the General Terms & Conditions for the use of mobile bank Klikpro.

## 9.3. NLB day/night safe deposit box

The method of operation of NLB day/night safe deposit box is defined in the General Terms & Conditions for the use of NLB day/night safe deposit box.

## 9.4. NLB ATMs

The Business Debit MasterCard and NLB BA Maestro Business Card Holder (hereinafter: the Card Holder) can do the following at a NLB ATM:

- withdraw cash in domestic currency,
- deposit banknotes in domestic currency to the NLB business account using the service of automatic cash deposit at the ATM (hereinafter: automatic deposit).

The bank supports the service of cash withdrawal at all ATMs, while automatic cash deposit is only possible at specifically marked ATMs.

The list of ATMs enabling the provision of the service is published on the bank's website as well as on the website of the company Bankart d.o.o. Ljubljana.

### 9.4.1. Obligations of the cardholder in relation to automated cash deposit

When using the Automatic deposit service, the Card Holder may deposit banknotes in the value of EUR 100, 50, 20 and 10. A Card Holder may deposit up to 90 banknotes in a single Automatic deposit transaction. The banknotes must be smoothed and without paper clips since in the opposite case they could damage the ATM. The Card Holder undertakes to compensate the bank for any damage suffered as a result of ATM damage.

The ATM checks the deposited banknotes for authenticity. If the ATM identifies a counterfeit banknote, it shall retain it of which the Card Holder shall be informed through the ATM display and a separate notice on the printed transaction slip where the number of the retained banknotes will be indicated. The Card Holder shall be obliged to visit the NLB Branch in which they have opened the NLB business account for further information on the retained banknotes.

After having posted the cash to the NLB business account, the bank can subsequently check the authenticity of deposited banknotes. If it is established that the banknotes were not authentic, the bank may debit the account holder's NLB business account for the amount of such banknotes.

### 9.4.2. Obligations of the bank

Any non-retained cash shall be posted to the NLB business account immediately after successful deposit. The Card Holder shall be informed of the deposit by means of a printed slip on performed transaction. Automatic deposit is possible at any time during the operation of an individual NLB ATM.

## 10. Package Deals

The bank can combine relevant services to make a package, which can then be selected by the account holder.

For this purpose, the Bank offers the NLB Business Package Basic, NLB Business Package Advanced and NLB Business Package Comprehensive.

### Package Overview

	the NLB Business Package Basic	NLB Business Package Advanced	NLB Business Package Comprehensive
<b>Package Price/per Month</b>	<b>6 EUR</b>	<b>13 EUR</b>	<b>19,50 EUR</b>
<b>Price for Non-Profit</b>		<b>9,90 EUR</b>	
<b>Discounted price for start-ups for a period of 18 months</b>	<b>3 EUR</b>	<b>6,5 EUR</b>	
<b>NLB business account - fee</b>	✓	✓	✓

<b>Business Debit Mastercard*</b>	Classic	Classic	World
<b>NLB Proklik** – membership fee + user fee</b>		✓	✓
<b>Klikpro – user fee + security element</b>	✓	✓	✓
<b>SMS-Alarm – Business Debit Mastercard* user fee</b>	✓	✓	✓
<b>Executed domestic payments – number of free of charge domestic, not urgent payments up to EUR 50,000 in EUR** via NLB Proklik, Klikpro per month</b>	5	10	15
<b>Received domestic payments – number of free of charge domestic payments in EUR per month</b>	5	10	15
<b>Executed cross-border SEPA payments – number of free of charge domestic, not urgent payments up to EUR 50,000 in EUR** via NLB Proklik, Klikpro per month (payments in SEPA system, EEA States)***</b>			10
<b>Received cross-border SEPA payments – number of free of charge domestic payments in EUR per month (payments in SEPA system, EEA States)***</b>			10
<b>Overdraft on account – 50% discount fee for exemption for the first/ renewal approval****</b>	✓	✓	✓
<b>NLB Business Mastercard***** - 50% discount fee for membership for exemption for the duration of the package (all cards issued on the same card account)</b>	✓	✓	✓
<b>POS terminal– installation with training for one POS terminal free of charge</b>	✓	✓	✓
<b>Virtual POS-12 month rental free of charge</b>	✓	✓	✓
<b>Package for personal use for the existing clients – 6 months of 15% lower package fee for Entrepreneurs and Sole Proprietors *****</b>	✓	✓	✓
<b>Package for personal use for new clients – 3-month fee exemption per package *****</b>	✓	✓	✓

\*During a period of gradual replacement of debit cards, the standard BA Maestro card or Mastercard Business Debit Card is included in the package for the owners of the NLB Business Package Basic and NLB Business Package Advanced.

\*\*Security element for NLB Proklik (smart card/USB with a one-for-all qualified digital certificate) is not part of this package. The client has to order and pay for it separately in line with the NLB Tariff.

\*\*\*EEA countries: all the countries in the European Union (EU) and Islandia – IS; Norway – NO and Liechtenstein– LI.

\*\*\*\*When the conditions are met, the clients pay for the cost of risk assessment and reservation.

\*\*\*\*\*If the conditions are met for card.

\*\*\*\*\*Lower fee for Package for personal use: this benefit is available for one client to any package, except package Private.

Optional benefits per product can be used by package owners for up to 6 months after they have selected the package. When the account holder is moving from one package variation to another, additional benefits are not available once again if they have already been used.

Products included in the price of the package are mandatory (see mandatory products) and they cannot be changed or eliminated. When the selected package is concluded, the account holder may already be using some of the mandatory products in the package, which does not prevent him from concluding the package.

The discounted price for start-ups for a period of 18 months applies to business entities that have been operating on the market for less than 12 months, after which the standard package price is charged. The discounted price for non-profit organisations applies to business entities sectorised under 15,000 according to the Standard Classification of Institutional Sectors (non-profit institutions serving households).

The bank may change the scope of services per package, which will be communicated to the account holder in the way selected for communicating modifications to these General Terms and Conditions or NLB Tarif.

The bank may at any point in time transform the NLB Business Package Mini and NLB Business Package Maxi or any other package into another type of active marketing package deal: NLB Business Package Basic, NLB Business Package Advanced or NLB Business Package Comprehensive or any other package, if the customer or account holder meets the conditions for the package. If the account holder disagrees with transformation, he or she may terminate the agreement in 15 calendar days from the day of transformation, of which he or she has been informed in a prior notice, without any notice, however all the contractual obligations must be settled prior to account cancellation. If the bank does not receive cancellation of the agreement in this period, it is considered that the account holder agrees with the change or transformation of the package.

## **11. Calculation of interest**

Cash on the account shall be considered 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 360-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.

## **12. Exchange rate**

The bank will apply the reference (buy or sell) exchange rate applicable at the time of the payment transaction execution to payment transactions requiring currency conversion. The exchange rate is listed in the applicable NLB corporate exchange rates published on the bank's web portal [www.nlb.si](http://www.nlb.si). The change in the reference exchange rate is effected immediately also during the day and without any prior notice to the account holder. Upon currency conversion, the amounts will be rounded up to two decimals.

When the Business Debit MasterCard or BA Maestro card NLB Business 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 Business Debit MasterCard and 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 counter value, 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.

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

The bank shall charge fees 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 to 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.

### **14. 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.

### **15. 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.

### **16. Sending notifications**

The bank will send notices to the account holder on:

- Account balance and transactions in the local and foreign currencies (payment orders credited or debited to his account and all the fees associated with these payment transactions) by no later than the second working day after the execution of the payment order or after his account has been credited in the form of daily account statement, which contains all the information about credit and debit transactions that have been carried out (including the reference, by which the customer can identify the payment, transaction value, settlement date, payer's code and exchange rate used for currency conversion and all the fees associated with this payment transaction),
- Offsetting of unpaid overdue receivables,

- Rejection of payment order for payment according to due dates laid out in 7.6. of these general terms and conditions, and
- Data on payments received from abroad or SEPA payments.

The bank will send notices to the account holder in one of the following ways depending on the distribution channel and communication approach selected by the account holder:

- by mail,
- by e-mail,
- by electronic bank NLB Proklik,
- by mobile bank Klikpro.

Daily business account statements can be sent by e-mail in the non-encrypted format to those account holders that do not use the electronic or mobile bank. The production and delivery of daily statements is charged according to NLB Tariff applicable at the time. The account holder is alerted to the risk of receiving NLB Business Account statements in non-encrypted format by e-mail to the selected e-mail address due to the possibility of hacking, unauthorised access and viruses on his computer equipment or any other device used to access the e-mail to receive statements, which may result in the destruction of statements or familiarisation of third parties with the statement, therefore, he must make sure that his computer or any other device used to access the e-mail to receive statements is well protected, i.e. protected against hacking, unauthorised access and viruses, and the bank is not liable for any damage arising from this.

In its notices the bank may request the account holder to visit its website at [www.nlb.si](http://www.nlb.si) where all the details related to the content of notice are available or the account holder can get more information from his account manager.

The account holder agrees that the bank inform him of the offer, news and bonuses, forwards magazines, brochures and other advertising material about the offer of the bank and its related companies and the offer prepared by the bank in cooperation with third persons. The account holder allows the bank to inform him and forward any material using different communication channels, including mail and electronic means (e.g. e-mail, telephone and others). The account holder may at any point in time cancel his consent to communications from this paragraph.

The account holder can send to the bank by e-mail a written request for a relevant service, particularly if it is specifically required by a relevant service (overdraft facility order, loan order or any request for a legal transaction opening an exposure). The account holder is aware and familiar with the fact that submitting requests in such a manner increases the probability of fraud, because in this case the bank is not able to verify the identity of the person submitting the request and it is therefore not liable for potential harmful effects inflicted upon the account holder.

#### SMS message sending - Regulatory communication

The bank shall use the account holder's GSM number also to send SMS messages in connection with execution of mutual contractual obligations of the account holder and the bank, in particular when the bank is bound by the regulation to inform the account holder (e.g. mandatory information on payment transactions). Account holder bears the responsibility for accuracy and veracity of data sent to the bank and he is obliged to communicate any change in the mobile phone number immediately. If the account holder forbids the bank to use his GSM number for this purpose, the bank will not be able to carry out the regulatory communication, which the account holder is familiar with.

#### **16.1. 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.

The account holder additionally warrants to the bank to immediately, and in no case later than within five business days of the change, inform it of any change of tax residence during the term of the contract, particularly if they become US taxpayers.

The account holder that receives daily statements by e-mail hereby undertakes to immediately communicate to the bank the change of e-mail address. Until the note on changed e-mail address is received, the daily statement is considered to have been delivered at the right e-mail address.

The account holder acknowledges and agrees that any submission of untrue data or omission of data/change of data relevant for the bank due to the implementation of the contract and/or fulfilment of the duty to report, as stipulated by the relevant regulations, shall constitute a violation of the contract and a basis for damage liability.

The account holder warrants to the bank to hold it harmless against any damage and to compensate to it, on first demand, any damage or costs from any legal title (e.g. payment of interest, fines or other costs) incurred by the bank as a result of untrue data or documents submitted by the account holder or resulting from the discrepancy between the statements of the account holder in the contract and the findings of the tax authorities of the USA or the Republic of Slovenia, or any fines or penalties imposed on the bank by the tax authorities of the USA or the Republic of Slovenia for the above reasons, or costs incurred by the bank in such procedures.

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 also after receiving a resolution on appointment, other documentation required by the bank in case the entry of change in representation right recorded in the relevant registry had not yet been implemented.

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 account holder 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.

## **17.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;
- Through Klikpro 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.

For the purpose of resolving the complaint or in case of suspicion of misuse of a particular card, the bank will use the data available to the bank on the holder of account and/or card, necessary for the implementation of such procedures.

## **18.Sanctions**

If the account balance in domestic currency is overdrawn (unauthorised debit balance), the bank sends to the account holder a reminder asking him to settle the unauthorised debit balance. If the account holder does not settle his debt by the due date provided by the reminder, the bank can terminate the contract without a notice period and collect the debt. The bank will deliver reminders to the users of the e-bank in the e-bank, and to other users by regular mail. In the case of unauthorised debit balance, the bank can charge the account holder for sending reminders in line with the NLB Tariff irrespective of the way these reminders are delivered. This fee also covers the NPL management fee. Because of the NPL the bank can restrict the use of all or some payment instruments for a limited period of time.

## **19.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 before the planned change accordance with consent regarding the method of receiving the daily statement (Notice in NLB ProKlik, e-mail, paper by post).

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 accepted 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 does 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.

## **20. 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 there from 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.

The bank may terminate this agreement without a notice period anytime should it find out that the account holder did not submit the required information on business activity, purpose and expected nature of business relationship, or if business operations deviate from the expected business activity, purpose and nature of business relationship without having informed the bank or by violating other requirements as set out in the money laundering prevention regulations.

The bank may withdraw from the contract without observing the notice period if the operations with the account holder constitute a breach of compliance or a breach of the requirements and regulations that the bank is obliged to comply with (e.g. in the field of anti-money laundering, implementation of restrictive measures / sanctions imposed by the EU, UN, OFAC, HMT, and others).

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 holder is in creditor's default.

If the bank withdraws from the agreement, the bank will convert any foreign currencies into EUR on the day of closing the business account, unless otherwise requested by the account holder in the notice of account for the transfer. The bank will use the buying rate of the NLB Corporate Exchange Rate valid at the time of conversion. The exchange rate is listed in the applicable NLB corporate exchange rates published on the Bank's web portal [www.nlb.si](http://www.nlb.si). Upon currency conversion, the amounts will be rounded up to two decimals.

In case of a deletion of the account holder from the Business Register of Slovenia the bank may immediately close the NLB business account. Any funds on this account will be remitted to a special temporary account chosen by the bank, and the interest accrual will be suspended. In such case it will be deemed that the holder is in creditor's default. The bank will convert any foreign currencies into EUR on the day of closing the business account. The bank will use the buying rate of the NLB Corporate Exchange Rate valid at the time of conversion. The exchange rate is listed in the applicable NLB corporate exchange rates published on the Bank's web portal [www.nlb.si](http://www.nlb.si). Upon currency conversion, the amounts will be rounded up to two decimals.

## **21. 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.

By agreeing to the General Terms & Conditions, the account holder is familiar with the fact that in accordance with the applicable Central Credit Register Act, prior to granting any overdraft or concluding a transaction that would result in the bank's exposure towards the account holder, the bank is obliged to obtain information on the account holder's indebtedness as a business entity as well as a natural person from an information exchange system (SISBON, SISBIZ) if the account holder performs a gainful activity, to assess his credit worthiness. The same applies if an order for a legal transaction has been submitted by the account holder's authorised person or procurator.

The account holder agrees that the bank may process his data for the purpose of sampling, surveying and statistical data processing, for identifying the use of services, adjusting the offer and segmentation, for market research, for informing about the offer, novelties and benefits, for the delivery of magazines, brochures and other advertising materials on the offer of the bank and its affiliated companies.

By accepting the General Terms & Conditions, the account holder expressly agrees and authorises the bank and has been familiarised with the fact that the bank may process and forward all data and information acquired within its business relationship with the account holder to its affiliated companies in accordance with the Companies Act, and to request and obtain such information from its related companies or information otherwise obtained by these companies.

The bank will process personal data in accordance with applicable legislation. More detailed information about how the bank handles personal data and about the rights of individuals to whom they relate is available on [www.nlb.si/varstvo-osebni-podatkov](http://www.nlb.si/varstvo-osebni-podatkov) or in the General Information on Personal Data Processing.

## **22. 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.

## **23. Transitional and final provisions**

The bank and the account holder hereby agree to exclude provisions of the ZPlaSSIED for which the Act permits exclusion or restricted use so that articles from 86 to 110, 116, 122 first and second paragraph, 123, 137, 140, 142 and from 146 to 148 ZPlaSSIED and articles 45(1) and 52(3) Directives (EU) 2015/2366 (PSD2) in part where is information about exchange rate and related fees, and 3b article of Regulations (EU) 2019/518 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 ZPlaSSIED.

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 and 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 article c, Paragraph 4 of article 44 of the Value Added Tax Act. If the account holder is a taxable person from an EU Member State other than Slovenia, or a third country, the bank shall not charge VAT under Paragraph 1 of article 25 of the Value Added Tax Act (reverse tax liability).

These General Terms & Conditions shall take effect as of 1<sup>st</sup> February 2024.

Form: **POR-26 - General Terms & Conditions (February 2024)** NLB d.d., Trg republike 2, 1000 Ljubljana

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