

General Business Terms & Conditions

valid from: August 1st, 2015

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General Information:

COMMERZBANK Aktiengesellschaft, pobočka zahraničnej banky, Bratislava, with its registered office at Rajska 15/A, Bratislava, postcode 811 08, ID number: 30 847 737, entered into the Commercial Register of the District Court Bratislava I, Section: Po, Entry No: 1121/B, is an organisational unit of COMMERZBANK Aktiengesellschaft, with its registered office at Kaiserstraße 16, 603 11 Frankfurt am Main, Federal Republic of Germany, entered into the Commercial Register of the District Court in Frankfurt am Main under Entry HR B 32000.

1. Scope of Application and Changes to these General Business Terms and Conditions and Special Conditions for Individual Business Relations

(1) Scope of Application

These General Business Terms & Conditions apply to all business relations between the Client and COMMERZBANK Aktiengesellschaft, pobočka zahraničnej banky, Bratislava (referred to below as "Bank"). In addition, special business relations (e.g. securities trading, payment services) shall be governed by special conditions that differ from or contain additions to these General Business Terms & Conditions and are agreed upon with the Client when an account is opened or an order is placed.

(2) Changes

The Bank reserves the right to make changes and additions to the GBC to a commensurate extent, mainly in order to improve the quality of provided services, to fulfil legal requirements concerning the prudent conduct of banking operations, to respond to the development and changes of laws and regulations, and to reflect changes in the Bank's business policies.

Any changes to these General Business Terms & Conditions and special conditions shall be provided to the Client no later than two months prior to the proposed effective date, using a permanent data carrier. If the Client and the Bank agree to use electronic communication within their business relationship (e.g. online banking), changes may also be proposed electronically, subject to the Client being able to save or print out the document in a legible format. The Client is deemed to have accepted a proposed change if the Client does not refuse the same in writing prior to the

proposed effective date. The Bank shall explicitly advise the Client of this consequence in its proposal.

If a change of the terms and conditions is proposed to the Client (e.g. with respect to business terms and conditions pertaining to provision of payment services), the Client may, with immediate effect and free of charge, terminate the payment services framework agreement affected by that change prior to the effective date of the change. The Bank shall explicitly advise the Client of this termination right in its proposal.

2. Banking Secrecy and Banking Information

(1) Banking Secrecy

The Bank shall be obliged to maintain banking secrecy in accordance with the applicable law (banking secrecy) unless otherwise contractually agreed upon or unless the Bank shall be obliged by law to disclose that information.

(2) Banking Information

In order to meet their obligation to exercise due care in business operations, banks and branches of foreign banks in the Slovak Republic may, in accordance with conditions set by law, notify each other of breach of contractual obligations of clients or breach of stipulations arising from generally binding legal regulations. The Bank shall treat any data acquired about clients of any other bank or a branch of foreign bank as if it were data about its own clients and such data shall constitute banking secrecy.

3. Liability of the Bank; Shared Liability of the Client

(1) Principles of Liability

In performing its obligations, the Bank shall be liable for any error of its employees and persons the Bank engages to perform its obligations. Provided that special conditions of individual business relations or other agreements between the Bank and the Client specify otherwise, such provisions shall prevail. If the Client's error (e.g. a violation of the obligation to cooperate as set out in Article 11 hereof) contributed to the occurrence of a loss, the extent of the loss to be borne by the Bank and

by the Client shall be determined in accordance with the principle of shared liability.

(2) Orders Passed on to Third Parties

If the Bank receives a Client's order which, given its content, the Bank assigns to a third party for processing, such Client's order shall be deemed to be fulfilled by the Bank by submitting the order in its own name to that third party (order passed on to a third party). This applies, for example, to securities deposited abroad. Under such circumstances, the Bank's liability shall be limited to the careful selection of and assignment to the third party.

(3) Disruption of Business

The Bank shall not be held liable for any damage caused through a force majeure event, riots, acts of war, natural disasters or by any other events the Bank has not caused (e.g. strike, lockout, traffic accident, force majeure), whether in the Slovak Republic or abroad.

4. SetOff

(1) SetOff by the Bank

The Bank shall be entitled to set-off the funds held in the Client's accounts against the Bank's claims towards the Client, irrespective of the legal grounds therefor. The Bank's time-barred claims, claims that are not yet due and claims in foreign currencies, including those that are not freely convertible, may also be set-off by the Bank against the Client's claims.

(2) SetOff by the Client

The Client may set-off his/her claims against the Bank's claims provided only that the Client's claims in the identical currency are undisputed or have been confirmed by a final court verdict.

5. Right of Disposal upon Decease of the Client

Upon the Client's death, the Bank may request the submission of a certificate of inheritance or other documents necessary for the Bank to resolve the issue of the right of disposal; a certified Slovak translation of foreign language documents must be made available at the Bank's request.

6. Governing Law and Jurisdiction

(1) Applicability of Slovak Law

Unless otherwise agreed upon with the Client, the law of the Slovak Republic shall apply to business relations between the Bank and the Client. Any translation of these General Business Terms & Conditions is intended solely for the Client's needs. The Slovak wording of these General Business Terms & Conditions shall be legally binding in all circumstances. In the event of any conflict between the Slovak and foreign language text, its structure, meaning or interpretation, the Slovak text, structure, meaning or interpretation shall prevail.

(2) Jurisdiction

Unless otherwise agreed upon between the Bank and the Client, any potential disputes arising from banking operations shall be resolved by the respective Permanent Arbitration Court of the Slovak Bank Association with its office in Bratislava.

7. Account Maintenance

(1) Opening an Account / Authorisation

For the purpose of opening a current account, the Bank and the Client shall sign an account maintenance agreement which constitutes a framework payment services agreement under the Payment Services Act and specifies, inter alia, the currency of the current account and the client's master number. The Bank receives financial resources to the current account and pays financial resources from the current account or conducts other payment transactions with respect to this account. The Client or an agent authorised by the Client shall be entitled, within the business relationship, to use the accounts held with the Bank and, in particular, to draw on the balances only after the Client has sufficiently proven his/her identity to the Bank, an agent shall also submit the relevant power of attorney.

For the purpose of performing agreements on special transactions (e.g. deposits, credit agreements) agreed upon between the Client (account owner) and the Bank, the Bank shall, for the Client, open and maintain sub-accounts to the current account, in accordance with the relevant agreement.

Unless the Client and the Bank agree otherwise (with respect to an individual business relationship), the terms and conditions of the account maintenance agreement shall apply to all accounts and sub-accounts maintained under the account number indicated in the account maintenance agreement.

In order to authorise the use of accounts held with the Bank, the Client shall complete the Bank's respective form. Credit balances in Client's current accounts bear interest provided that the Bank and the Client so agreed.

(2) Account Use, Deposits, Withdrawals, Settlement of Debit Balances

The Client may use a credit balance in his/her account or a provided credit facility via payment orders made in the paper form using the designated form or via online banking.

The Bank shall also make payment operations on the basis of direct debit orders provided that it has been authorised by the Client to do so. The Bank shall be entitled to reject Client's orders if the credit balance or credit line required to execute the order is not available on the relevant account.

The Bank shall credit amounts received to the Client's account and perform the Client's orders under the account maintenance agreement and within the time lines set forth in the Bank's Business Terms & Conditions for Provision of Payment Services.

Unless the Bank and the Client agree otherwise, the Client shall be obliged to repay any overdrafts or credit lines without any due delay by depositing the outstanding amount into the account. The Client shall be under that obligation even if the overdraft results from the Bank exercising its rights under the account maintenance agreement or any other agreements that entitle the Bank to debit the Client's account.

(3) Term Deposits

Based on the account maintenance agreement, the Client may instruct the Bank to deposit a certain amount as a time deposit. The Client may also give instructions related to a time deposit verbally or by phone. The Bank shall debit the amount specified by the Client from the current account and post it as a time deposit under a reference

number. The Bank shall provide the Client with a confirmation thereof, showing the amount deposited, interest rate and the deposit maturity date. The Client may access the time deposit financial resources solely on the maturity date. The time deposit amount and interest shall be credited to the current account upon the maturity of the time deposit. If the time deposit has been arranged for a period longer than one year, interest shall be paid pro rata during the term at the end of each calendar year. Unless instructions to the contrary are given no later than two days before the maturity date, the Bank shall be entitled, but not obliged, to extend the time deposit for the same period at the interest rate then prevailing on the market. A time deposit may only be terminated by the Client for good cause. In that event, the Bank shall pay the time deposit prematurely, being entitled to reduce the interest accrued thereon over the entire term of the time deposit to zero.

(4) Call Money Deposits

Within the account maintenance agreement, the Client may instruct the Bank to deposit a certain amount at a special interest rate for an indefinite term ("Call Money"). The Client may give instructions related to a Call Money deposit verbally or by phone. The Bank shall debit the amount specified by the Client from the current account and post it as a Call Money deposit under a reference number. The Bank shall provide the Client with a confirmation thereof, showing the amount deposited and the interest rate. The Client may instruct the Bank to change the amount of a Call Money deposit once per business day. The Bank shall send the Client a confirmation of a change in the deposited amount. If a deposit is increased, the Bank shall debit the amount specified by the Client from the current account and post the increase under the same reference number used to post the original Call Money deposit. The same reference number shall also be used if the original Call Money deposit is reduced. The interest rate agreed with the Client for a Call Money deposit may change during the term of the Call Money deposit. In such a case, the Bank shall inform the Client on or before the day when the interest rate changes. The amount of a Call Money deposit (or the balance thereof if the deposited amount is reduced) shall be credited to the Client's current account on the business day on which the Client instructs the Bank to terminate (or reduce) the Call Money deposit. Interest accrued on a Call Money deposit shall be credited to the current account at the end of a calendar month or on the day on which the Call Money deposit is terminated.

(5) Balance and Interest Statements

Unless otherwise agreed upon, the Bank shall, with respect to the current account, issue a balance statement at the end of each calendar quarter, showing all credit and debit entries (including interest and bank fees) in that period. The Bank may charge interest on any debit balance shown in a balance statement, either under Article 12 of the present General Business Terms & Conditions or as agreed upon with the Client.

(6) Deadline for Objections; Client's Approval

Any objections the Client may have concerning the incorrectness or incompleteness of a balance statement must be raised no later than six weeks after its receipt; if the objections are made in writing, it is sufficient to dispatch these within the period of six weeks. Failure to raise objections in due time shall be considered as the Client's approval to the balance statement. When issuing a balance statement, the Bank shall expressly draw the Client's attention to this consequence. The Client may demand a correction of a balance statement even after expiry of this period, but must then prove that an unauthorised amount was debited from his/her account (the account was wrongly debited) or an amount to which he/she is entitled to was not credited to his/her account.

8. Reverse Entries and Correction Entries Made by the Bank

(1) Correction Entries

Incorrect credit entries and incorrect debit entries in the current account as well as incorrect transfers shall be corrected by the Bank in a manner and within periods set forth in the Payment Services Act unless otherwise agreed upon with the Client if that Act so allows.

(2) Correction Entries in the Slovak Republic

When an incorrect entry was caused by another bank or a foreign bank branch in the Slovak Republic, as a result of which a payment operation was executed incorrectly, the Bank shall be entitled to debit the mistakenly credited amount from the Client's account at such bank's or such foreign bank branch's request and to refund that amount to such bank or such foreign bank branch.

9. Direct Debit Orders

(1) Conditional Credit Entries

If the Bank credits the countervalue of a cheque or direct debit to the Client's account prior to their payment, this is done on condition that the relevant amounts will indeed be paid. This shall also apply if the items are payable at the Bank itself. If the Client submits other documents to the Bank (e.g. business documents), instructing the Bank to collect an amount due from a debtor and if the Bank credits the Client's account with such amount upon delivery of the documents, this is done under the condition that the Bank will obtain the amount from the debtor. This condition shall also apply if the items concerned are payable at the Bank itself. If cheques or direct debit orders are not paid, or if the Bank does not obtain the amount under the direct debit order, the Bank shall cancel the conditional credit entry. The Bank shall do so even if a balance statement has been issued in the meantime.

10. Foreign Currency Banking Transactions and Risks Inherent in Foreign Currency Accounts

(1) Execution of Payment Services on Foreign Currency Accounts

Foreign currency accounts of the Client are designed to execute cashless payment services and performing other client transactions in foreign currencies. Payment operations with balances in foreign currency accounts (e.g. by means of credit transfers to the debit of the foreign currency balance) are made in cooperation with banks in the home country of the currency unless the Bank executes them entirely within its own organisation.

(2) Credit Entries for Foreign Currency Banking Transactions

If the Bank concludes a banking transaction with the Client (e.g. a forward exchange transaction) under which it owes a certain amount in a foreign currency to the Client, it shall discharge its foreign currency obligation by crediting the Client's account with that amount in the respective currency unless otherwise agreed upon.

(3) Temporary Limitation of Performance by the Bank

The Bank's obligation to debit a foreign currency account (see Paragraph 1) or to pay a foreign currency obligation (see Paragraph 2) shall be suspended to the extent that,

and for as long as, the Bank cannot or can only restrictively dispose of the currency in which the obligation or the foreign currency account is denominated due to political measures or events in the country of the respective currency. As long as the above measures and events persist, the Bank shall not be obliged to perform, within the given extent, any transaction in any place other than the country of the respective currency or in any other currency, including in the form of performance in cash. However, the Bank's obligation to debit a foreign currency account shall not be suspended if the Bank can execute that transaction entirely within its own organisation. The above provisions shall be without prejudice to the right of the Client and of the Bank to set-off mutual claims due in the same currency against each other.

(4) Exchange Rate

The exchange rate for foreign currency services shall be determined in accordance with the respective Business Terms and Conditions for Provision of Payment Services.

11. Client's Obligation to Cooperate

(1) Notification of Changes

Performing banking transactions properly requires that the Client notify the Bank without delay of any changes in the Client's name, surname, company name, address, registered office as well as of the termination or change of any powers of representation towards the Bank (in particular power of attorney) and of any change in the identification data of the authorized representatives. This notification obligation shall also apply where the powers of representation are recorded in a public register (e.g. the Commercial Register) and any termination or changes thereof is entered into that register. In addition, further notification obligations may be required by a generally binding legal regulation (especially by the Act on Measures against the Legalisation of Crime Proceeds and Funding of Terrorism).

(2) Clarity of Orders

The content of orders must be absolutely unequivocal. Orders that are not worded clearly may lead to queries, which may result in delays. When making an order, the Client must ensure the correctness and completeness of data entries, in particular the account number, bank code or IBAN and BIC as well as the currency. Changes, confirmations or repetitions of orders must be designated as such.

(3) Special Order for Urgent Payment Service

Execution

If the Client deems it necessary that his/her order be processed with utmost urgency, the Client shall notify the Bank accordingly. For orders issued on a form, this notification must be provided separately outside the form.

(4) Examination of and Objections to Notifications from the Bank

The Client must immediately examine account statements, security owner account statement, security transaction statements, statements of securities and of investment income, other statements, notifications of execution of instructions as well as information on expected payments and consignments (notifications), without undue delay, as to their correctness and completeness and immediately raise any objections relating thereto.

(5) Notice to the Bank in Case of Non-Delivery of Statements and Notifications

The Client must notify the Bank immediately if balance statements and security transaction statements are not received. The Client shall be further obliged to notify the Bank of non-delivery of any other notifications the Client is expecting to receive (e.g. security transaction statements, account statements after execution of Client's instructions and/or consignment /notification/ concerning payments expected).

12. Interest, Fees and Expenses

(1) Interest Rates and Fees for Services for Private Individuals

Interest rates and fees for loans and services customary in banking operations with private individuals are set out in the price list designated as 'Fee Schedule'. If the Client requires a loan or service listed therein and unless otherwise agreed upon, the interest rates and fees stated in the then valid 'Fee Schedule' shall apply in consideration of paragraph 12.9. With respect to any fees for services not stated therein which are provided at the Client's request or which are believed to be in the Client's interest and which can, in the given circumstances, only be expected to be provided against remuneration, the Bank shall proceed in accordance with the applicable law unless otherwise agreed.

(2) Interest Rates and Fees for Services for any Client other than Private Individuals

Unless otherwise agreed upon between the Bank and the Client and if not inconsistent with law, interest rates and fees for services for other than private individuals shall be determined by the Bank at its own discretion.

(3) Free of charge Services

Unless so permitted by law and unless the fee is charged in accordance with law, the Bank shall charge no fees for services that the Bank is required to provide by law or that the Bank uses in its own interest.

(4) Interest Rate Change; Client's Right of Termination in Case of Interest Rate Increases

Interest on variable interest rate loans can be changed in accordance with the relevant loan transaction with the Client. The Bank shall advise the Client of any interest rate change. Unless otherwise agreed upon in the respective loan transaction, any increases entitle the Client to terminate, with immediate effect, the respective loan transaction within six weeks of being advised of that change. If the Client terminates a loan transaction, no increased interest rates shall apply to the remaining period of the terminated loan transaction.

(5) Change of Fees for Services in Permanent Use

Changes of fees for services that clients usually make permanent use of as a part of banking transaction (e.g. account maintenance) shall be proposed to the Client in writing no later than two months prior to the proposed effective date. If the Client and the Bank agree to use electronic communication within their business relationship (e.g. online banking), then changes may also be proposed this way. The Client is deemed to have accepted a change if the Client does not refuse the same prior to the proposed effective date. The Bank shall explicitly advise the Client thereof in its proposal. If a change is proposed to the Client, the Client may, with immediate effect and free of charge, terminate the agreement affected by that change prior to the effective date of the change. The Bank shall explicitly advise the Client of this termination right in its proposal. If the Client exercises his/her termination right, such changed fees shall not apply to the terminated business relationship.

(6) Expenses

The Bank shall be entitled to charge to the Client with expenses incurred when the Bank carries out the Client's instructions or acts in his/her presumed interests (in particular long distance calls, postage) or when credit security is furnished, administered, released or realised (in particular notarial fees, storage charges, cost of guarding items serving as security).

(7) Clause on Consumer Loan Agreements and Payment Services Agreements Concluded with Consumers for Payments within the European Economic Area (EEA) in an EEA Currency

With respect to consumer loan agreements and payment services agreements concluded with consumers for payment operations within the European Economic Area* (EEA) in an EEA currency**, interest rates and costs (fees and expenses) shall be governed by the applicable agreements and Specific Conditions pertaining to Provision of Payment Services to Consumers, as well as by generally binding legal regulations.

(8) Changes in the Fee Schedule

The rules set forth in paragraph 1.2 hereof relating to changes in the GBC shall apply similarly to changes in the "Fee Schedule" as per paragraph 12.1 and to changes in fees as per Article 12.

13. Security for the Bank's Claims against the Client

(1) Bank's Right to Receive Security from the Client

The Bank shall be entitled to request the Client to provide or increase security deemed acceptable and sufficient by the Bank to secure its claims arising out of banking transactions with the Client. This shall also apply if the relevant claims are conditional (e.g. payment of indemnities/bank guarantees accepted on the Client's behalf).

(2) Changes of Risk

If the Bank initially did not exercise, in full or in part, its right to request the Client to provide or increase security when the claims arose, the Bank shall be entitled to request that security at a later date.

However, the Bank may make this request provided only that circumstances arise or become known to the Bank

*) The European Economic Area currently includes:

Belgium, Bulgaria, Cyprus, Czech Republic, Croatia, Denmark, Estonia, Finland, France, Greece, Netherlands, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Latvia, Luxembourg, Hungary, Malta, Germany, Norway, Poland, Portugal, Austria, Romania, Slovakia, Slovenia, United Kingdom of Great Britain and Northern Ireland, Italy, Spain, Sweden.

**) EEA currencies currently include:

Euro, Bulgarian leva, Danish crown, Estonian crown, British pound, Icelandic crown, Swiss franc, Lithuanian litas, Norwegian crown, Polish zloty, Romanian lei, Swedish crown, Czech crown, Hungarian forint, Croatian kuna.

that, from the Bank's perspective, increase the risk inherent in the Bank's claims against the Client.

This may in particular be the case if:

- The Client's economic position has deteriorated or threatens to deteriorate;
- The quality of the existing security has deteriorated or threatens to deteriorate.

(3) Setting a Time Period to Provide or Increase Security

The Bank shall determine adequate time to establish or increase security. If the Bank intends to exercise its right of immediate termination under Article 15 (3) of these General Business Terms & Conditions should the Client fail to comply with the obligation to provide or increase security within the applicable time period, then it shall draw the Client's attention to this consequence at the outset.

14. Termination by the Client

(1) Client's Right to Terminate the Contractual Relationship at Any Time

The entire business relationship, or individual business relations, in respect of which no notice period or different termination provisions are agreed upon may be terminated by the Client at any time and with immediate effect.

(2) Termination for Good Cause

If a specific term or a different termination arrangement has been agreed upon in respect of a particular business relationship, immediate termination (i.e. without any notice period) may only take place if good cause is given, which shall mean that the Client cannot be reasonably expected, even taking into account the Bank's legitimate interests, to continue that business relationship.

(3) Statutory Termination Rights

Statutory rights to terminate the business relationship shall remain unaffected.

15. Termination by the Bank

(1) Termination by Notice with Termination Period

Subject to observing an adequate notice period, the Bank may at any time terminate the entire business relationship

or individual relations for which neither a term nor a different termination provision has been agreed upon. In determining the notice period, the Bank shall take the Client's legitimate interests into account. The minimum notice period for a framework payment services agreement (e.g. account maintenance or payment card agreement) shall be two months.

(2) Termination of Indefinite Loans

Loans and loan commitments for which neither a fixed term nor a different termination provision has been agreed, may be terminated by the Bank at any time, without notice. Where legislation contains specific provisions for the termination of a consumer loan agreement, the Bank may only terminate the business relationship in accordance with respective legal regulations.

(3) Immediate Termination for good cause

Immediate termination of the entire business relationship or individual relations is permitted if good cause exists which makes it unacceptable to the Bank to continue the business relationship even after having taken the Client's legitimate interests into account. Good cause exists in particular if:

- The Client has given false information as to the Client's financial situation, provided that such information was of significant importance for the Bank's decision concerning the granting of a loan or other circumstances involving risk for the Bank (e.g. the issuance of a payment card), or
- A substantial deterioration of the Client's financial situation or in the value of security occurs or threatens to occur, jeopardising the repayment of the loan or the discharge of any other obligation towards the Bank even if security provided thereon is realised, or
- The Client fails to comply, within the adequate time period allowed by the Bank, with an obligation to provide or increase security under Article 13 (2) of these General Business Terms & Conditions or under a different agreement.

If good cause results from a violation of a contractual obligation, termination shall only be permitted after expiry, without result, of an adequate period for corrective action unless this approach is unnecessary given the nature of the circumstances.

(4) Termination of Consumer Loan Agreements in Case of Default

Where legislation contains specific provisions for termination due to a default in repaying a loan under a consumer loan agreement, the Bank may only terminate the agreement as provided therein.

(5) Settlement after Termination

Unless immediate settlement is necessary (e.g. the return of cheque forms in the event of termination of a cheque agreement), the Bank shall allow the Client an adequate time period for settlement in case of termination without notice.

16. Deposit Insurance

Information on Deposit Protection is available both in the business premises of the Bank as well as on the website <https://www.commerzbank.sk/deposit-protection.pdf>.

17. Complaints and Other Filings

The Client may exert correctness and quality of services at the Bank by means of a complaint in accordance with the complaint regulation available at the business premises of the Bank and at www.commerzbank.sk.

The Client may file a complaint with the payment service supervision authority, i.e. the National Bank of Slovakia.

18. Entry into Effect

These General Business Terms & Conditions enter into effect on 1st August 2015 and supersede the General Business Terms & Conditions of 1st February 2014.

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