General Terms and Conditions for Payment Services for Corporate Clients, Private Individuals, Sole Proprietors and Associations

1. General Information and Definitions

These General Terms and Conditions are issued by: Nova Kreditna banka Maribor, Ulica Vita Kraigherja 4, 2000 Maribor, Slovenia, SWIFT code KBMASI2X, ID designation 04, *www.nkbm.si*, info@nkbm.si, registered with the District Court of Maribor, entry No: 062/10924200, registration number 5860580, VAT ID number: SI 94314527 (hereinafter: the Bank). The Bank of Slovenia is authorised to supervise the payment service provider or its branch or representative, in relation to carrying out payment services in the Republic of Slovenia. The Bank is on the list of banks and savings banks authorised by the Bank of Slovenia to carry out payment services; the list is published on the Bank of Slovenia's website.

These General Terms and Conditions set out the rights and obligations of the Bank and the user in relation to carrying out payment services through current accounts held with the Bank in accordance with the Payment Services, Services of Issuing Electronic Money and Payment Systems Act (hereinafter: ZPlaSSIED).

Specific terms used in these General Terms and Conditions for Payment Services (hereinafter: General Terms and Conditions) have the following meaning:

SEPA B2B DD scheme sets out the rules, standards and procedures for executing SEPA direct debits where the payer and the payee are legal entities.

Contactless transaction is a quick, secure and easy transaction; it is made by placing the card on the designated area of the POS terminal. Transactions up to a certain amount may be performed without entering the PIN. This amount varies from one country to another; the amount valid for Slovenia is published on the Bank's website.

CRS is an abbreviation used in these Terms and Conditions and stands for the OECD Common Reporting Standard (automatic financial account data exchange).

Cross-border payment transaction means a payment transaction where the payer's payment service provider and the payee's payment service provider make payment services for the payer or the payee in the territory of different Member States. A payment is carried out as a cross-border transaction also if the same payment service provider makes a payment for the payer in one Member State and the payee in another Member State.

Value date is the reference period used by the Bank to calculate interest on funds debited or credited to the payment account.

Debit card means a card with immediate debit to current account or with reservation of funds in the current account (e.g. VISA Business Debit card).

Business day means any day on which the payer's payment service provider or the payee's payment service provider participating in the execution of a payment transaction is open for business and enables its user to execute payment transactions.

Direct debit means a payment service where the payee makes an order to debit the payer's payment account based on the payer's consent.

Debtor means a person that has any payment obligations.

Domestic payment transaction means a payment transaction where the payer's payment service provider and the payee's payment service provider or a single payment service provider make payments for the payer and the payee in the territory of the Republic of Slovenia.

DNT means the 24-hour depository.

Other payment transactions are transactions made in any currency if the payment transaction is made by transfer of funds between at least one payment service provider providing payment services in the territory of the Republic of Slovenia and a payment service provider providing payment services in the territory of a third country or in the territory of the EU using the currency other than the Member State's currency.

Member State means any European Union member state or any signatory state to the Agreement on the European Economic Area (hereinafter: EEA) (Official Journal of RS, No. 1 of 3 January 1994, p. 3).

Unique identifier means a combination of letters, numbers or characters assigned by the payment service provider to the user and used in the payment transaction for an unambiguous identification of the user and their payment account or unambiguous identification of the user or their payment account.

FATCA is an abbreviation used in these General Terms and Conditions and stands for the Foreign Account Tax Compliance Act – the law on compliance with tax regulations related to foreign accounts.

Fiduciary account is a current account opened by the holder on their behalf but for the account of one or more third parties. A fiduciary account shall not be converted into a normal current account, and vice-versa. Funds in a fiduciary account shall be deemed to be the property of third parties for the account of which the holder holds such an account and not the property of the account holder. Creditors of the fiduciary account holder cannot access such property by means of compulsory measures to recover their claims on the account holder even in case of the holder's bankruptcy. Funds in the fiduciary account are not part of the account holder's legacy.

Card holder is a natural person authorised by a contracting party to be given a debit card in accordance with these General Terms and Conditions.

Overdraft line of credit means an authorised overdraft on the current account.

Credit transfer means a payment service by which the payer makes an order to its payment service provider to make a single payment transaction or several payment transactions, including a standing order, from the payer's payment account to the credit of the payee's payment account.

Available account balance means the aggregate of credit balances in the current account (in domestic and foreign currencies) and authorised overdraft facilities available through the current account.

SEPA mass payment is a group (batch) of SEPA payment orders executed by debiting the total amount of the batch to the payer's account and by crediting each individually defined amount to several accounts of one or several payees at their banks.

PIN number is a four-digit personal identification number that serves as the card holder's signature in card-based transactions.

PAN is a sixteen-digit card number.

Bundle means a product set combining payment services and electronic banking.

Payment services are the activities allowing:

- Deposit of cash to the current account
- Withdrawal of cash from the current account
- Execution of payment transactions to the credit and debit of the current account
- Execution of Payment transactions using funds extended as a loan to the user;
- Issuance of payment instruments and/or acquisition of payment transactions
- Execution of money orders
- Payment initiation services
- Account information services

Payment services referred to in indents 3 and 4 of the preceding paragraph include execution of payment transactions by direct debits, payment cards and similar instruments, or credit transfers.

Payment transaction means the deposit, transfer or withdrawal of funds by order of the payer or by order issued on behalf of the payer or by order of the payee, considering that the execution of a payment transaction through the payment service provider is independent from basic obligations between the payer and the payee.

Distance payment transaction is a payment transaction ordered through the Internet or a device that can be used for distance communications.

Payment instrument means any instrument or a set of procedures or both which is agreed upon between each user and their payment service provider and which is bound exclusively to this user with the purpose to use it when making a payment order.

Payment order means an instruction by which the payer or the payee instructs their payment service provider to execute a payment transaction.

Payer means any legal or natural person that orders a payment transaction by making a payment order or gives consent to the execution of a payment order made by the payee.

Sole proprietor means any natural person that individually conducts a profitable activity in the market within an organised undertaking.

Payment service provider maintaining an account means the payment service provider providing and maintaining a payment account for the payer.

Payment initiation service provider means a payment service provider performing payment initiation services.

Account information service provider means a payment service provider providing account information services.

Zero balance account means accounts that national budget users hold with banks and savings banks designated by the Ministry of Finance. A zerobalance account is used exclusively for cash withdrawals and deposits and has zero end-of-day balance.

Payee means any natural or legal person that is the intended recipient of funds subject to the payment transaction.

Reference interest rate means the interest rate used as the basis to calculate any interest and originates from a publicly available source that can be verified by both parties to the agreement on payment services.

Reference exchange rate means the exchange rate used as the basis to calculate any currency exchange and is made available by the payment service provider or originates from a publicly available source.

Consent to execute payment transaction means the delivery of an electronic payment order by the user to the Bank or the payment initiation service provider or delivery of authorisation for the execution of a payment transaction by the user in case the payment transaction is ordered by the payee or the payment initiation service provider.

Payment initiation service means the service of initiating a payment upon the order of the payment service user in relation to a payment account open with another payment service provider.

Account information service means an Internet service providing consolidated information about one or more payment accounts held by the payment service user with one or more payment service providers.

Standing order means an instruction by which the payer instructs their payment service provider to execute credit transfers regularly or at previously determined dates.

Durable medium means any instrument allowing the user to store information addressed to them personally in such a way as to make the information accessible for as long as necessary to allow future use of information and allowing unchanged reproduction of the information stored.

Current account means a payment account the bank or a Member State bank subsidiary registered in the Republic of Slovenia opens on behalf of one or more users to execute payments and for other purposes relating to the provision of banking services to users (hereinafter: current account).

Third country means any state other than an EU Member State or a signatory state to the EEA Agreement.

Universal payment order (UPN) means a payment form used for the following payment transactions in EUR within SEPA: non-cash payments, cash payments, cash deposits and cash withdrawals.

User/client means any natural or legal person using payment services as a payer or a payee or both.

Temporary deposit account means an account that companies in the process of being incorporated into the court register use to pay the initial capital.

Individual means any natural person other than a sole proprietor who independently conducts a registered activity or activity provided by law, such as notary, medical doctor, lawyer, farmer, and alike.

Confidential information means any information, facts, and circumstances about a particular user, including personal data held by the payment service provider or participant in the payment system.

ZSJV is the abbreviation used in these General Terms and Conditions and stands for the Deposit Guarantee Scheme Act.

2. Protection of Personal and Confidential Data

The bank manages personal data in accordance with EU Regulation 2016/679 and Data protection law which are further defined in the General Conditions for the Protection of Personal Data of Nova KBM, which are available on the website www.nkbm.si and its branches.

Information and data relating to the performance of payment services under these General Terms and Conditions shall be

treated as business secrets of the Bank. The Bank is only allowed to disclose these data to the user of payment services and, by law, to competent authorities upon their written request.

The Bank shall be allowed to collect, process, and exchange the following confidential data, including personal data of the user, to prevent, investigate or detect fraud related to payment services:

- Data on payment service users and third parties involved in fraud or attempted fraud or who suffered or may suffer harm due to fraud or attempted fraud: name and surname or company name, permanent and/or temporary residence or registered office, registration number, tax ID, payment account information, card data of these persons and the balance and turnover on these accounts, method used for payer authentication and identification, authentication and communication data (telephone number, e-mail address, IP address, audit trails, correspondence with the customer, and other data of such type necessary to handle the matter effectively);

- Date and description of events related to fraud or attempted fraud and the sum of the payment transaction concerned.

The user hereby grants consent to the Bank to establish, process, store or disclose personal and other data relating to the performance of payment services by automated or other means.

The Bank shall be allowed to collect, process, and exchange confidential data, including personal data of the user, also to provide payment initiation services and account information services, but only to the extent necessary to provide these services. The latter also applies to cases where personal and confidential user data was disclosed due to a payment effected on grounds of incorrect use of the identifier.

The user hereby explicitly consents to the Bank carrying out an inquiry in order to obtain their personal and other data, in particular data on employment, movable and immovable property, receivables, shareholdings, stock and other securities, numbers of accounts with banks and other payment institutions, and other property, residence, tax number, and other data kept by other controllers of personal data filing systems if this data is not available to the Bank, or if the user did not deliver in person data needed to achieve the purpose of these General Terms and Conditions and the agreement concluded on the basis of these General Terms and Conditions despite the Bank asking the user to deliver this data.

The user hereby agrees with the processing of personal data and allows the processing of personal data provided to the Bank or held by the Bank for the purpose of meeting the contractual obligations, as well as complying with relevant legal and regulatory obligations of the Bank and obligations assumed by the Republic of Slovenia and in accordance with international legal acts and acts of the European Union adopted by the Republic of Slovenia, and all binding national and international acts and rules applying or relating to the prevention of money laundering and terrorism financing, and the implementation of the international agreement between the Republic of Slovenia and the USA regarding the Foreign Account Tax Compliance Act (FATCA), OECD automatic financial account data exchange (Common Reporting Standard – CRS) and the Tax Procedure Act (ZDavP).

3. Opening a Current Account

A legal relationship between the Bank and the user is established on the day of signing the agreement. When submitting the application to open a current account, the user shall:

- Deliver documents that enable identification of the user and persons authorised to dispose of balances in the account and conduct transactions, with observance of applicable, including the law governing the prevention of money laundering and terrorism financing and provisions of the international agreement between the Republic of Slovenia and the USA regarding the Foreign Account Tax Compliance Act (FATCA);
- Deliver documents aimed at establishing a residence status for tax purposes in accordance with the OECD automatic financial account data exchange (Common Reporting Standard – CRS) and the Tax Procedure Act (ZDavP);
- Deliver any and all data required for maintenance of the account register, other documents in accordance with applicable regulations, and any other documents required by the Bank.

Only a statutory representative or a third party authorised by the user shall have the right to dispose of balances in the current account. The use of funds within the available current account balance is not restricted. Persons authorised to carry out payment services through the current account can be the user's statutory representatives or persons authorised in writing by the user. The written authorisation shall be signed by the user in the presence of a bank officer or certified by a notary and shall contain all requested personal data on the statutory representative and the authorised person in accordance with applicable legislation.

The Bank shall either approve or reject the application no later than five business days after receiving the application to open the current account and the complete documents requested. The Bank shall not be obligated to provide reasoning for rejecting the application.

The user may start using the account on the first business day after the day the account was opened.

The Bank provides zero balance accounts to national budget users.

Zero balance accounts are used for cash withdrawals and deposits in domestic and foreign currency and have zero end-of-day balance.

A temporary deposit account used to pay the initial capital is intended for future company shareholders, who deposit balances to the account as initial capital in the amount specified by the company's incorporation document. Following the payment of initial capital by company shareholders, the Bank will issue a Certificate of Initial Capital Payment that the accountholder needs to register the company with the court register.

Company shareholders who contribute capital as natural persons need to make the payment on their own behalf (either as a cash or non-cash payment).

Company shareholders who contribute capital as legal persons need to make the payment on their own behalf as a non-cash payment.

4. Current Account Management

The Bank undertakes to carry out payment services for the user through their current account within the available current account balance. The credit balance in the current account is treated as a demand deposit with the bank that manages the current account.

The user can explicitly authorise third parties to use the balances in the current account. Such authorisation shall not grant the right to issue further authorisations and the right to close the current account.

Persons authorised to dispose of the balances in the current account shall deposit their signature specimens with the Bank. These signature specimens remain effective until the authorisation to use the funds in the current account is revoked in writing. As for legal entities, persons under civil law, individuals and sole proprietors, the authorisation shall remain in effect until a written revocation of the authorisation or an official written notice of the winding up of the legal person or the person under civil law, or an official notice of the death of the individual or the sole proprietor is received, irrespective of any entry of changes of the right to use the funds in the account or the right of representation made in any public register or announced in any official publication.

In case of outstanding past due obligations owed to the Bank arising from payment services, loan agreements or any other past due obligations, the Bank shall have the right to settle its claims arising from the products referred to herein against the balance of the current account, the balance of other accounts held by the user or by offsetting balances owed against any obligation of the Bank, to which the user expressly agrees. In case balances referred to herein do not suffice to settle all amounts owed and the user, despite being reminded by the Bank, fails to settle its obligations, the Bank shall have the right to immediately engage in in-court collection.

The Bank may debit the current account of the user for any fees associated with the reminding procedure in accordance with the Extract from the Nova KBM Fee Schedule valid at the time of issuing the reminder.

4.1. Management of current account in foreign currency

The Bank shall have discretion in deciding on whether to manage current accounts in foreign currency. The Bank manages transactions account in the domestic currency and in the currencies included in the reference exchange rate list of the ECB or the Bank of Slovenia. Currency exchange is carried out in accordance with Bank rules and regulations.

5. Execution of Payment Orders and Notification of Users

5.1. Issue of UPN forms

A current account holder – contracting party (hereinafter: the issuer of UPN forms) shall issue a universal payment order (hereinafter: UPN):

• In accordance with the Guidelines on the format, content and use of the UPN form.

The Guidelines are available on the website of the Bank Association of Slovenia at www.zbs-giz.si.

The issuer of UPN forms shall:

- Ensure that the test copies of UPN or QR code are printed out and completed in accordance with the prescribed UPN form standard, which is available on the website of the Bank Association of Slovenia and at one of the printing companies on the list published at www.upnqr.si;
- Issue test UPN forms with QR code and deliver them to the authorised provider for verification.

The issuer may proceed with issuing UPN forms with QR code after receiving approval from the authorised company. The issuer's bank may charge the issuer of UPN forms with QR code for additional costs incurred due to the irregularity of QR code in the execution of payments.

The issuer of UPN forms undertakes to complete the recipient reference field in QR code in such a way that, based on data in that field and based on the unique identifier of the transaction, it will be able to identify, upon request of the payment service provider of the UPN issuer, the debtor or the person with whom it has entered into an agreement on the supply of goods or services, as well as the purpose of the payment:

- In accordance with Point (6) Article 3 of Regulation (EC) No 1781/2006 of the European Parliament and of the Council (OJ L 345/1 of 8 December 2006) until 25 June 2017,
- From 26 June 2017 onward, in accordance with Point (5) Article 2 of Regulation (EU) 2015/847 of the European Parliament and of the Council (OJ L 141/1 of 5 June 2015).

The issuer of UPN forms with the QR code undertakes to always enter in the field 'Payer's name, street and place' data on the debtor or the person with whom it has entered into an agreement on the supply of goods or services, as well as the purpose of the payment.

The issuer of UPN forms undertakes to store the name and surname or company name and address of the debtor or the person with whom it has entered into an agreement on the supply of goods or services for 5 years after receiving any payment with the unique identifier of the transaction and on the basis of the recipient reference indicated in the 'Reference' field.

The issuer of UPN forms shall forward the data referred to in the previous paragraph to the payment service provider of the issuer of UPN forms within the time limit set by the payment services provider. In case of termination of contractual relationship, the issuer of UPN forms undertakes to submit to the contracting payment service provider data referred to in the previous paragraph in an appropriate format for all payments received by the UPN with the completed OCR line or QR code up to and including the day of the termination of the agreement.

5.2. Receipt of payment order

The Bank executes a payment transaction upon receiving the payment order, except where reasons for rejecting the payment order are given. Payment orders shall be completed in accordance with regulations, payment system standards, and these General Terms and Conditions. Payment orders shall contain the following elements:

- Payer's name and address
- Payer's IBAN
- Sum and currency of payment
- Payee's name and address
- Payee's IBAN or account
- BIC for domestic payments or accurate name and address of the payee's bank in case of cross-border and other payments
- Payment date
- Purpose of payment
- Purpose code for payment orders submitted on the UPN form
- Other information, if so requested by a special regulation.

If a payment is made through electronic banking, the payment order shall be completed in accordance with the General Terms and Conditions for the Use of Poslovni Bank@Net and Bank@Net, and in line with Online Banking Application User Manual posted at Nova KBM's website *www.nkbm.si*. It shall be understood that the Bank received the payment order when a signed payment order (denoting consent for the execution) is delivered to the Bank in a paper-based or electronic form, or through agreed communication channels, such as:

- Payment order delivered at Bank counter;

- Payment order sent through electronic banking,
- Payment order transmitted through instant payment channels,
- Payment order transmitted via the PSD2 interface.

When using an electronic payment order for the execution of a payment, the user needs to identify himself in accordance with the General Terms and Conditions for the Use of Poslovni Bank@Net and Bank@Net. The use of a payment instrument recorded by the Bank proves to the Bank that the payment transaction has been authorised by the payer. If the payment order is received by the Bank on a day other than a business day, or if the payment order is received after the cut-off time, it shall be regarded as having been received on the first upcoming business day. If the date indicated on the payment order as the payment execution date refers to a later date, it shall be regarded as having been received by the Bank on the day of the payment order execution, provided that all other requirements for the execution of the order are met.

If the Bank receives a payment request from the payer in the form of a standing order or a direct debit, it shall be regarded as having been received on the day of execution the standing order or a direct debit.

5.3. Execution of payment order

The Bank will execute a payment order if the following conditions are met:

- The payment order is received within the business hours schedule, which is an integral part of these General Terms and Conditions, and if sufficient balance is available in the current account;
- The payment order is signed, completed in a legible manner (without corrections) and contains all requested information;
- There are no legal and/or internal impediments or restrictions for the execution of the payment order.

The payment order shall not be subject to any conditions precedent or subsequent. Should the payment order contain a condition precedent or subsequent, it shall have no legal effect. In the absence of any special instructions given by the user, the Bank shall use best judgement in selecting the manner of execution of the payment order to the benefit of the user. Receiving such a payment does not yet trigger any rights or claims of third parties on the Bank.

If the user provides the Bank with an incorrect payee's unique identifier on the payment order or any other incorrect essential element of the payment order, the Bank shall not be liable towards the user for the wrong execution of the payment order.

If the user, in addition to the unique identifier or other data on the payee requested by the Bank for the execution of the payment order, provides the Bank with other information as well, the Bank shall be responsible only for the execution of the payment transaction based on the unique identifier delivered by the user.

If the payment service provider has executed a payment transaction based on an incorrect unique identifier provided by the user, the payment service provider shall, within reasonable limits, strive to recover the amount of the payment transaction executed.

The user shall be responsible for the correctness and completeness of the data on the payment order. The Bank shall not be liable for any damage suffered by the user as a result of the execution of falsified or modified payment orders.

The user shall, immediately and without delay, notify the Bank of any unauthorised and/or non-executed payment transaction when determining that such a transaction has been made. In any case, the user shall notify the Bank no later than 30 days after the date of credit or debit.

If the date determined on the payment order as the payment execution date refers to a later date, the Bank shall verify the conditions for the execution of the order on that day. Deadlines for the execution of payment transactions are defined in the Attachment to these General Conditions.

The user and the Bank may reach an agreement for the payment orders to be executed according to priorities determined by the user; otherwise the Bank shall execute them on the first-in-first-out basis. When doing so, the Bank observes the priorities stipulated by law.

The Bank will execute a payment transaction based on an executable enforcement decision or any other decision issued by the competent authority (hereinafter: enforcement) without consent of the user or authorized person consent, in accordance with applicable legislation.

The Bank will also execute the payment transaction without consent of the user or authorised person in case of any unpaid and overdue obligations arising from the performance of payment services, loan agreements, or any other overdue debts towards the Bank.

The Bank does not verify the purpose code and forwards it to the payee in the form as stated by the user. The Bank does not take any responsibility for inappropriate processing of a payment transaction, if the user or the authorised person does not use the payment purpose code in accordance with its actual purpose.

In accordance with SEPA rules, it is not possible to have a simultaneous transfer of the structured reference and the record of the payment purpose at the interbank level. If a credit reference is entered in the payment order, the Bank provides the payee with information about the reference and the purpose code without the record of the payment purpose. If a payer presents to the Bank for execution a paper-based payment order with QR code, the Bank may forward to the payee and their bank only the information included in the QR code. The Bank shall not be obligated to check whether the entry in the QR code matches other data in the payment order.

The user shall be kept informed of any changes in the business hours for payment transactions. Changes shall be posted on the Nova KBM website *www.nkbm.si,* at branch offices, and in the online bank. To execute a standing order or a direct debit on the agreed date, balances shall be available in the current account at least one business day prior to the anticipated execution (except for standing orders for the transfer of daily account balances which are, in accordance with the Bank' business hours schedule, executed at the end of the business day).

5.4. Rejection of payment order

The Bank may reject the execution of the payment order if any conditions for the execution specified in these General Terms and Conditions are not met. The Bank shall inform the user of the rejection and, if possible, of the reasons for rejection and procedures for eliminating errors that led to the refusal, except if this is prohibited under other regulations.

In case of instant payments, the Bank may reject the execution of a payment order when detecting sanctions risks.

The notification from the first paragraph of this Article shall be delivered or made available by the Bank to the user as soon as possible and no later than within the period stipulated for the

execution of the payment order referred to in the previous point of these General Terms and Conditions.

The Bank may charge the user the cost of the payment order rejection notification if the reason for refusal is insufficient balance on the current account or if the payment order was not completed in accordance with these General Terms and Conditions. The charge is defined in the applicable Fee Schedule for Corporate Clients, Private Individuals, and Sole Proprietors .

5.5. Revocation of payment order

The payer may revoke the payment order at any time by:

- Revoking consent for the execution of the payment transaction or the batch of payment transactions;
- Requesting the payment order to be returned;
- Cancelling the electronic payment order sent earlier;
- Revoking the authorisation for the standing order.

Any payment transaction executed after the revocation shall be considered unauthorised. The payer can revoke the payment order no later than by the end of the business day preceding the payment date.

The payer cannot revoke the payment order after the payment order for the execution of the payment transaction became irrevocable, i.e. when it was received by the payer's bank.

If the payment transaction is made by order of the payee or by the payer through the payee, the payer cannot revoke the payment order after it has been transmitted to the payee.

Notwithstanding the above, in cases where the payment transaction is ordered by the payee through a direct debit, the payer may revoke the payment order issued by the payee by the end of the business day before the agreed date of debit to the payer's account.

After the payment order revocation options referred to above expire, the user can revoke the payment order only in agreement with the Bank. If the payment transaction is ordered by the payee or by the payer through the payee, the revocation of the payment order after expiration of the revocation period needs to be authorised by the payee as well.

The Bank may charge the user separately for the revocation of the payment order made under the preceding paragraph, as per the applicable Nova KBM Fee Schedule.

5.6. Request to revoke executed payment order

The payer shall provide the Bank with a written request to revoke an executed payment order within thirteen (13) months after the date of execution.

The payer shall be reimbursed for the amount only if with consent of the payee. The sum reimbursed may be reduced by the sum of charges made by the payee's bank and any other fees of intermediary banks.

In cases where the Bank receives a written request for revocation from another bank, the Bank shall notify the user (payee) of having received the payment revocation (consent). The user (payee) shall confirm or reject the request for reimbursement to the Bank within eight days. If the request is confirmed, the Bank shall reverse the sum to the payer. If the request is rejected or the user (payee) does not respond to it, the Bank will not reverse the payment.

6. Additional Services

The Bank may also provide the user additional account-based services. The Bank and the user shall agree on additional services in a separate agreement.

The Bank may issue general terms and conditions for additional services (e.g. electronic banking, charge cards, etc.).

6.1. SEPA direct debit (hereinafter: SEPA DD) for the payer under the basic scheme Consent

A payer and a payee may agree on the payer settling obligations by means of SEPA DD by having the payer issue consent to the payee for executing SEPA DD.

The payer shall notify the payee of any changes to information contained in the consent and of any revocation of consent. In executing SEPA DD, the payer's bank does not verify the existence and the content of the consent.

The payer's consent becomes void if the payee has not submitted any payment order to be executed by SEPA DD within 36 months after delivering the consent.

Executing SEPA DD payment orders

The payer's bank will execute a SEPA DD payment transaction on the execution date within the bank's business schedule, if sufficient balance is available in the payer's account. If the payment execution date is a non-business day, sufficient balance needs to be provided in the account on the first upcoming business day. The payer may request of his bank to discontinue executing SEPA DDs on his payment account.

Objection

The payer may deliver to their bank a written objection, requesting of the bank not to execute the payment order. The objection shall be delivered no later than one business day prior to the execution date. The written objection shall include at least the following information: consent reference code, sum, execution date, and name of the payee.

Before the execution of a SEPA DD, the payer may also submit objection to the payee, in the manner and within the deadlines set out in the agreement underlying their relationship.

Refund

The payer may request a refund of funds from the executed SEPA DD, including fees and interest, for both authorised and unauthorised payments, in accordance with the applicable legislation and the SEPA Direct Debit Instructions published on the Bank's website.

The payer may submit a request for a refund for the executed SEPA DD only to the bank where SEPA DDs were executed.

Notification

The payer shall be informed of the amount and the date of each individual SEPA DD by prior notification of the payee. The payer's bank may allow the payer to consult the SEPA DD payment orders or may provide the payer with information of SEPA DD payment orders prior to their execution date.

The payer shall be notified of executed SEPA DD payment orders in the account statement. The payer's bank shall promptly inform the payer of any non-executed SEPA DD payment orders by a special notice.

Complaints

Any complaint of the payer arising from the contractual relationship between the payee and the payer shall be resolved by mutual agreement, while other complaints are to be resolved by the payer with their bank.

Fees

The payer shall pay the payer's bank a fee for SEPA DD execution in the manner and in line with the applicable bank tariff.

6.2. SEPA direct debit (hereinafter: SEPA DD) for the payer under the B2B scheme Consent

A payer and a payee may agree on the payer settling obligations by means of SEPA DD by having the payer issue consent to the payee for executing SEPA DD.

The payer shall notify the payee of any changes to information contained in the consent and of any revocation of the consent. The payer shall inform the payer's bank of the consent issued in the SEPA DD B2B scheme and deliver a copy of the consent in due time and no later than one business day prior to the first debit to the payment account. The payer shall notify the payer's bank of any changes in the consent or of its revocation.

The payer's bank shall cross-check the data in the consent with data in the SEPA DD payment order. The payer's banks may reject the execution of a SEPA DD payment order if it does not contain all mandatory information regarding the valid consent of the payer, or if this information does not match the information entered in the SEPA DD payment order. The payer's bank will execute a SEPA DD if the payer fails to inform the payer's bank of any amendment or revocation of the consent.

The payer's consent becomes void if the payee has not submitted any payment order to be executed by SEPA DD within 36 months after delivering the consent.

Executing SEPA DD payment orders

The payer's bank will execute a SEPA DD payment transaction on the execution date within the bank's business schedule, if sufficient balance is available in the payer's account. If the payment execution date is a non-business day, sufficient balance needs to be provided in the account on the first upcoming business day. The payer may request of his bank to discontinue executing SEPA DDs on his payment account.

Objection

The payer may deliver to their bank a written objection, requesting of the bank not to execute the payment order. The objection shall be delivered no later than one business day prior to the execution date. The written objection shall include at least the following information: consent reference code, sum, execution date, and name of the payee.

Before the execution of a SEPA DD, the payer may also submit objection to the payee, in the manner and within the deadlines set out in the agreement underlying their relationship.

Notification

The payer shall be informed of the amount and the date of each individual SEPA DD by prior notification of the payee. The payer's bank may allow the payer to inspect the SEPA DD payment orders the payer with information of SEPA DD payment orders prior to their execution date.

The payer shall be notified of executed payment orders in the account statement. The payer's bank shall promptly inform the payer of any non-executed SEPA DD payment orders by a special notice.

Complaints

Any complaints of the payer arising from the contractual relationship between the payee and the payer shall be resolved by their mutual agreement, while other complaints are to be resolved by the payer with their bank

Fees

The payer shall pay the payer's bank a fee for SEPA DD execution in the manner and in line with the applicable bank tariff.

6.3. Standing order

A standing order (hereinafter: SO) as a credit transfer is a payment service:

- By which the payer gives written consent to the Bank to execute individual recurrent payment transactions of the same amount in domestic or foreign currencies on a specific date;
- By which the payer gives written consent to the Bank to execute individual payment transactions in variable amounts in domestic and foreign currencies on a specific date;
- By which the payer gives written consent to the Bank to execute an individual payment transaction in domestic and foreign currencies to repay obligations to the Bank;
- By which the payer gives written consent for the transfer of the current account daily balance in domestic currency to another account.

The Bank will accept consent for executing a standing order, if standing orders are to be completed by at least two consecutive payments on a specific date in an agreed-upon chronological order or within the period of authorisation.

Nova KBM shall have the discretion to reject the request to open opening a standing order. Nova KBM shall execute accepted authorisations (opening, amendment, revocation) only if the payer informs the Bank at least one business day prior to the execution of a standing order.

6.4. Using the Visa business debit card

The Visa business debit card is used in current account operations as an identification card and a bank payment card.

Valid photo ID document of the user is required in the user identification process.

6.4.1. Card issuance

The card is made out to a person of legal age (hereinafter: card holder) whom the contracting party authorized to use the business account by a contractual party. The card shall be sent by registered mail to the address of the contracting party.

The Bank issues contactless business cards.

The Bank delivers to the holder a personal identification number (hereinafter: PIN) and the card in separate parcels. The PIN is known to the holder. The parcels are sent on two different days.

After receiving the card, the card holder must personally sign it using an indelible pen. Unsigned cards are not valid. Any damage or costs associated with the abuse of an unsigned card shall be borne by the contracting party.

The holder must use the card and PIN in accordance with these General Terms and Conditions.

For security reasons, the card holder shall carefully safeguard the card and use it in a responsible manner in order to prevent to the broadest possible extent its abuse, loss and unauthorised removal, and prevent any material damage to himself and the Bank. The card is not transferable and can only be used by the card holder.

The card holder shall protect the card elements (e.g. PIN) that may lead to unauthorised use. The card holder must keep the card separate from the PIN and must not lend or leave it with anyone. The card holder is also advised against writing the PIN on a slip of paper or the card or otherwise keeping the PIN together with the card. The Bank recommends the card holder destroy the notification containing the PIN immediately upon receipt and not to disclose it to any third parties and prevent by other means any unauthorised third parties from accessing information about the PIN and unauthorised use of the card. To this end, the Bank allows card holders to change the PIN at ATMs of Nova KBM. The card holder shall be liable for any misuse of the PIN.

6.4.2. Use

A card is a payment instrument that allows its holder to use it at Points-of-Sale and ATMs within their daily withdrawal limit. For payment of goods and services, the Points-of-Sale shall issue a payment slip (hereinafter: the slip), which the card holder shall sign or enter their PIN in the POS terminal. By signing the slip or entering their PIN, the holder guarantees that the amount is correct and agrees to pay it in accordance with the General Terms and Conditions. A copy of the slip shall be kept by the holder for personal record.

The user may carry out transactions within the agreed monthly and daily limit. The Bank approves the monthly and daily limit for each individual card holder by considering the maximum amount proposed by the current account owner and by observing their credit rating. The Bank may change the approved limits at any time and shall notify the current account owner thereof.

Visa Business debit card can be used at any Visa Point-of-Sale at home and abroad, and for withdrawal of cash from banks, post offices and ATMs bearing the Visa sign and, exclusively in Slovenia, also at Points-of-Sale and post offices of Pošta Slovenije bearing the sign 'gotovina' (cash).

For security reasons, the holder shall make sure that all procedures at the Point-of-Sale are carried out in their presence, except in ecommerce purchases or online transactions, as well as in mail-order catalogue and telephone shopping.

Visa Business debit card allows secure online shopping on websites marked by Verified by Visa. After entering the basic card data, the procedure is automatically redirected into a secure environment where further identification of the card holder takes place in accordance with the Verified by Visa Terms and Conditions of Use available on the Bank's website. The card holder shall be obliged to carry out purchases exclusively on secure websites and from reliable and verified providers of goods and services. At the same time, the card holder shall make sure that the device used for carrying out the purchases without the card is protected against viruses and intrusions. Data defined as security mechanisms (date of expiry, card number) may only be entered at the time of payment when the purchase is completed.

The Bank enables the card holder to use the SMS transaction alert service. The card holder receives information on a completed transaction to their mobile device. Terms and conditions of use are described in the General Terms and Conditions of Use of the SMS Transaction Alert Service for Nova KBM payment card transactions.

The Visa Business debit card can also be used to carry out contactless transactions at all Points-of-Sale bearing the Visa payWave logo. The card holder carries out a transaction by placing the card on the designated place of the POS terminal and by entering the PIN, if required. Transactions up to a certain amount, which varies from one country to another, may be performed without entering the PIN, unless otherwise required by the POS terminal.

The card holder may place, insert the card, or enter the PIN only once per transaction. After an unsuccessful transaction, the card holder must request a slip showing failed authorisation. By performing the procedure correctly, the card holder confirms the transaction and the amount, and guarantees its payment to the Bank. The card holder shall allow the merchant at the Point-of-Sale to check the validity of the card and the card holder's identity.

The card remains valid until the last day of the month indicated on the card. The Bank renews the membership of card holders using their cards in accordance with these General Terms and Conditions without users having to apply for a renewal. The card validity period is aligned with the validity of the Current Account Management Agreement, irrespective of the validity date indicated on the card.

The Bank shall not be liable for any damage suffered by the user in case a third party obtains possession of the card or obtains card details required for internet transactions and uses the card or card data for e-commerce payments, unless the card is reported as stolen or lost in accordance with these General Terms and Conditions.

6.4.3. Lost or stolen card

The card holder shall immediately notify, in person or in writing, the bank issuing the card or the call centre of any destroyed, damaged, lost or stolen card. Telephone numbers are published on the Nova KBM website. The telephone number of the call centre is indicated on the reverse side of the card as well. If the card holder suspects the card was stolen, he shall report the theft to the nearest police station. Notification of a lost or stolen card made over the telephone needs to be confirmed in writing within 7 days. Upon notification of a card lost/stolen, the Bank will issue a new card to the card holder for the same account. The card holder will receive a new PIN as well.

The Bank will revoke the card on the day when receiving a notification on a stolen or lost card and inform Points-of-Sale thereof through the processing centre. Based on a card revocation notice from the Bank, the card can also be taken away by an employee at the Point-of-Sale.

In the event of an unauthorised payment transaction resulting from a stolen, lost or abused card, the card holder bears the damage incurred until the date of the Bank receiving a notification. The Bank bears the damage suffered by the contracting party resulting from a stolen, lost or abused card from the moment the card is blocked. If the card holder has not complied with these General Terms and Conditions, in particular with regard to proper protection of the PIN or the card, or failed to immediately inform the card issuer of the lost or stolen card, any recorded transactions not performed by them, irregularities or errors associated with the card, the card holder shall be fully (without restriction of the amount) liable for damage until the moment of the notification.

The Bank may preventively block the card when performing business security measures, for example, if there are reasons to suspect the card may be abused or data stolen from it, etc. The Bank informs the card holder on having blocked the card in writing by mail, through e-banking, SMS, or by any other means commonly used by the Bank. The card holder can contact the Bank's branch office to have the card unblocked (if possible).

The Bank may also block the card if the card holder does not comply with these General Terms and Conditions.

If the card holder finds the card after it was already reported lost or stolen, the card may no longer be used, and the holder is obligated to destroy it (cut in the middle) and immediately return it to the Bank.

6.4.4. Complaints

The Bank is responsible for the management of complaints related to the use of cards and delivery of information. To file a complaint, the contracting party shall contact the Bank office managing the transaction account and provide relevant documentation. The complaint shall be submitted in writing.

Complaints shall be resolved in accordance with procedures laid down in the rules and instructions of the licence holders – Visa card systems and the Bank.

In case of unauthorised and incorrectly executed transactions, the card holder shall notify the Bank immediately after finding out that such payment transactions were made. In any case, the notification shall be made no later than 13 months after the date of debit to the account.

If the complaint is unjustified, the Bank may charge the contracting party a complaint fee.

The Bank shall not be liable for the quality of goods and services paid for by the holder using the card. The holder shall complain of any misunderstandings and errors directly at the Point-of-Sale. The contracting party shall be obliged to settle their obligations to the Bank irrespective of any dispute with the Point-of-Sale.

In case of an unauthorised transaction, the Bank shall not be liable for the execution of the transaction made without consent (unsigned slip).

6.4.5. Cessation of the right to use

The card is owned by the Bank. The card holder shall return the card upon request of the Bank.

If the customer terminates the agreement after signing the agreement and prior to receiving the card, he shall compensate the Bank any costs incurred by the Bank in the card issuance process.

The contracting party shall be responsible for all liabilities and costs incurred in relation to the use of the card until the day the returned card is received by the Bank.

6.5. Overdraft line of credit

The overdraft line of credit is used for payment services debited to the current account. The user repays the drawn balance of the overdraft line of credit from incoming payments to the transaction account. At the end of the tenor of the overdraft line of credit, or if the agreement underlying the facility is terminated, the user shall repay the full drawn balance of the overdraft line of credit, provided that a new overdraft facility is not authorized.

6.6. Automatic current account overdraft ('Overdraft')

By request of the customer, the Bank may approve an overdraft facility for the period of twelve (12) months with an automatic renewal option.

The amount of the overdraft is specified by the applicable Lending Policy of the Bank. The amount is currently capped at EUR 500 for sole traders and EUR 1000 for corporate customers. A customer may utilize the overdraft as part of dedicated corporate bundles.

The overdraft relationship between the customer and the Bank is regulated by the account opening and management agreement.

The overdraft facility shall be used for payment transactions debited to the transaction account. The funds drawn from the facility are repaid by funds paid and deposited to the transaction account.

The Bank reports on the exposure from funds drawn and shall have the right to access the SISBIZ/SISBON credit risk information exchange system for purposes of establishing and maintaining the business relationship underlying the overdraft facility. The customer hereby expressly consents to the right of the Bank to access the system.

If the customer no longer meets the terms and conditions of the Bank's Lending Policy, the overdraft facility shall be terminated without seeking consent of the customer. The customer shall repay all drawn amounts in full.

The Bank may re-establish the customer's overdraft based on a case-by-case judgement. The customer hereby expressly consents to the re-establishment.

If the customer wishes to have a higher overdraft balance than available as part of the bundle, the request shall be considered on a case-by-case basis, as per the Bank's Lending Policy. During the increased overdraft balance period the customer cannot use the automatic overdraft renewal option. As per the consent referred to in this Article, the automatic renewal option can be reinstated after the end of the increased overdraft balance period.

6.7. Product bundles

The Bank makes available to the customer the use of services from a bundle, if agreed by the customer and the Bank in a dedicated agreement. The Bank shall have the right to withdraw or change any service in a bundle at own discretion. The Bank will notify the customer of the withdrawal or change in the manner common for banking.

The "Smart Business" bundle includes the following services, provided against a single monthly fee specified by the applicable Corporate Banking Fee Schedule of Nova KBM, as amended:

- Administration of corporate account,
- Use of online banking and issued security credentials,
- Issue and use of selected debit card,
- SMS notifications on transactions made with the selected debit card,
- Account overdraft without origination fees,
- Fee for a new lease of POS terminal (for 3 months),
- Issue and use of selected charge card,
- SMS notifications for selected charge card.

Applicable general terms and conditions for respective services apply for services in a bundle. General service terms and conditions are available on the Bank's website.

Automatic renewal or extraordinary debit card issue are not part of the bundle. If the customer already holds a debit card, the Bank will issue a free debit card the customer is eligible for as part of the bundle only if expressly requested by the customer. The customer can also use the free debit card offer after his/her current debit card expires.

If the customer already holds an authentication element, the Bank will issue a new authentication element only if expressly requested by the customer. New authentication elements are issued free of charge on selected bundles. The bundle does not include the extraordinary replacement of authentication elements.

The Bank shall have discretion to approve or reject the customer's request for a bundle.

7. Special Debit to Current Account

7.1. Cashing of domiciled bills issued or accepted by the user

In accordance with regulations governing payment services and collection of bills in banks, and within balance available in the current account, the Bank will also debit the user's current account based on a submitted bill, if such a bill contains a clause making it payable at the Bank (domiciliary clause), provided the current account is not frozen due to enforcement, enforcement draft or outstanding liabilities to the Bank, and if the Bank receives all the necessary data from the bill holder to cash the bill.

If the Bank receives a bill of exchange by 13.00 on a business day, the bill will be processed on the same day. If the Bank receives a bill of exchange after 13.00 on a business day, it shall be understood that the Bank received the bill on the next business day.

The Bank cashes bills of exchanged at a single, centralized location. It shall be understood that the Bank received the bill at the moment when the bill was delivered to the unit that cashes bills.

The bill shall be understood to contain an irrevocable authorisation of the user to the bill holder to initiate the payment transaction in accordance with the bill, and irrevocable authorization of the user to its bank to initiate the payment transaction to the debit of their balances.

7.2. Compulsory enforcement on current account balances and pledge of account balances as collateral

In case of receiving an enforcement decision, a decision on pledging account balances as collateral, or a decision regarding any other compulsory intervention to balances in the current account, where such a decision is issued by the court, the Financial Administration of the Republic of Slovenia (FURS) or other competent authority, the Bank shall prevent the user from disposing of funds in the current account (up to the amount stated in the decision), and shall comply with the tenor part of the decision and applicable legislation.

In doing so, the Bank will comply with the regulations governing compulsory enforcements and collateral and regulations governing payment services. The Bank shall have no duty to verify the relationship between the current account user and the person designated as the creditor in the enforcement decision or decision on pledge of collateral.

7.3. Cashing of enforcement drafts

An enforcement draft is a document set out by the Act on the Prevention of Late Payments (ZPreZP-1) and contains a statement of the debtor by which he undertakes to pay the sum set out in the enforcement draft. The enforcement draft template is available on the website of the Bank Association of Slovenia. The Bank cashes enforcement drafts in accordance with the Act on the Prevention of Late Payments (ZPreZP-1).

An enforcement draft may be issued only for the performance of agreements under which one party undertakes to deliver goods or provide a service, while the other party undertakes to fulfil the pecuniary obligation. An enforcement draft cannot be issued for the payment of debt arising from a financial transaction (credit agreement, loan agreement, factoring, etc.).

If the enforcement draft is made out to a creditor not entered in the Corporate Register of Slovenia, such a creditor shall submit a tax number certificate issued by FURS and an extract from the relevant foreign register translated by a Slovenian court interpreter and certified by court or notary public. The translated extract needs to certify that the creditor is an active undertaking or a sole proprietor, and needs to contain information on statutory representatives, otherwise, the Bank will reject the cashing of the enforcement draft.

Only undertakings (including sole proprietors) and public authorities can act as a party (creditor and debtor) to the enforcement draft.

8. Liability of the Bank and Refund of Payment Transactions

If the Bank is liable for the execution of an unauthorised payment transaction, it shall reimburse the payer for the sum of the unauthorised payment transaction immediately or no later than by the end of the next business day after the payer noticed the transaction or was notified thereof.

If an unauthorised payment transaction was debited to the payer's payment account, the Bank shall re-set the balance of the payer's payment account to the balance as it would have been had the unauthorised payment transaction not been executed, and ensure that the payer's payment account is not credited later than the date on which the amount was debited. In case the Bank is liable for the execution of an unauthorised payment transaction, it shall also reimburse the payer all the fees charged and the interest to which the payer is entitled with respect to the execution of the unauthorised payment transaction.

The Bank shall not be held liable for refunding the sums of unauthorised payment transactions:

- If an unauthorised payment transaction was executed due exceptional and unforeseeable circumstances the Bank could not control despite best efforts;
- If the obligation to execute a payment transaction results from other regulations binding for the Bank;
- If the user delivered to the Bank a counterfeit or modified payment order;
- For the sum borne by the user, if the unauthorised payment transaction was executed by using a stolen, lost, or misused payment instrument (if the user did not protect personal safety features of a payment instrument);
- If the user failed to inform the Bank immediately and without delay, and in any case no later than 30 days after the date of debit or credit, on having noticed an unauthorised and/or nonexecuted and/or late payment transactions.

The user bears the loss of the unauthorised payment transaction in the sum of up to €50.00, if the unauthorised payment transaction that caused the loss resulted from the use of a stolen or lost payment instrument or misuse of the payment instrument.

The user bears the full total loss of the unauthorised payment transaction, if the unauthorised payment transaction was executed as a result of fraud committed by the user, or if the user, by wilful wrongdoing or gross negligence, failed to fulfil his obligations with regard to the payment instrument.

If the Bank is liable for the non-execution and/or incorrect execution and/or a late execution of the payment transaction, it shall immediately reimburse the payer the non-executed or incorrectly executed payment transaction, including any fees charged, but not the interest to which the payer is entitled.

The payer may request a refund of the sum of the direct debit executed, as follows:

- Within 8 weeks following the execution of the direct debit (if the payer gave consent without stating the exact amount of direct debit and if the amount of direct debit exceeds the expected amount);
- Within 13 months following the date of the debit in case of an unauthorised or incorrectly executed direct debit.

The creditor hereby authorises the Bank to refund the sums of executed direct debits based on a request for a refund made by the payer, debited to the creditor's current account, and to inform them in writing thereof.

9. Notification

The user shall notify the Bank within 5 days of any change with respect to their legal status, personal and other data, information on authorised persons, and other data relating to the current account and indicated in the application to open the current account. The Bank shall not be liable for any damage resulting

from failure to comply with obligations regarding the notification of changes.

The Bank shall inform the user about the payments executed through the account by means of account statements, which are sent to the user by mail at least once a month, collected in person at the Bank, or sent through electronic banking, or by any other means of communication commonly used in banking. In case a written notification is sent by mail, the notification is deemed to have been served correctly, if it is sent to the last known address of the user the Bank keeps in its records.

If the user selected to collect account statements in person, he shall collect them monthly in the Bank. The user shall be responsible for all consequences associated with the failure to collect account statements within the period referred to in the preceding paragraph of this Point.

The Bank provides the user in the account statement with information on executed transactions, such as: information on the payer and payee (account No., name or company name), information on the transaction (amount, currency, purpose (in case of using unstructured credit reference), purpose code, complaint data, reference code, identification numbers, date of entry, expiry date, and reference date).

According to the SEPA DD rules, the payer's bank shall include the following SEPA DD information in the account statement: designation of the scheme, payee's name, payee's identifier, unique authorisation reference number, SEPA DD amount, and a notification of the payee to the payer regarding the payment (if submitted by the payee).

By request of the user, the Bank may always provide the user with all the information on the payment transaction the Bank had received.

10. Interest Rates, Fees and Exchange Rates

10.1. Current account interest rates

The Bank pays interest on funds held in the current account at the interest rate for demand deposits, in accordance with the Decision on NKBM interest rates.

The Bank publishes any changes in interest rates on its website or by any other means commonly used in banking. Changes in interest rates become effective immediately after being published.

Interest on current account is capitalised monthly upon calculation. The Bank shall notify the user of the amount of capitalised interest in the account statement.

The Bank charges interest on unauthorised debit balance in the current account in accordance with the extract from the Deposit rates of Nova KBM.

10.2. Fees

The Bank charges payment service fees and fees for account-related services in the amount, within timelines and in the method set out in the Nova KBM Fee Schedule. The applicable Nova KBM Fee Schedule is published on the Bank's website.

Irrespective of other provisions of these General Terms and Conditions, the Bank will publish any changes of the Nova KBM Fee Schedule applicable to services governed by these Terms and Conditions on its website. Any changes of the Nova KBM Fee Schedule applicable to services governed by these Terms and Conditions shall have immediate effect unless otherwise specified by the notice announcing the changes.

The user is obligated to ensure sufficient available account balance at maturity of obligations referred to in this point.

The Bank shall have the right to debit the user's account for any sums owed and outstanding that arise from fees and costs per the agreement and other contractual and con-contractual relationships.

The Bank shall have the right to the debit the user's account for any fees associated with executed payment services or other account-related services irrespective of the balance of the account, whereby the user expressly consents to the Bank directly debiting its account.

The user undertakes to pay or compensate the Bank the sum total of all duties, taxes and banking and other costs paid or incurred by the Bank in relation to preparing, originating and executing account-related services, provided the duties referred to herein are set forth by applicable laws and regulations.

For international services the Bank carries out for users in Slovenia, fees are charged in domestic currency at the European Central Bank's reference rate applicable as at the date of charge, if not stipulated otherwise.

For other payment transactions are channelled through other banks or payment agents, the Bank charges additional fees, as charged by those banks or other payment agents for the execution of payment transactions, in accordance with the service fees of all the banks and payment agents involved in the execution of the transaction.

As for other payment transactions, the user shall pay the fees for the execution of the payment transaction in accordance with the method of paying fees indicated in the payment order.

When executing domestic and cross-border transactions, each of the involved banks charges fees to its payment service users.

In case of sums past due and outstanding, the user permits and authorizes the Bank to settle its claims against any account held by the user, including available balances held in any foreign currency, or by offsetting any past due obligation of the Bank against sums owed by the user. In case balances referred to herein do not suffice to settle all amounts owed and the user, despite being reminded by the Bank, fails to settle its obligations, the Bank shall have the right to immediately engage in in-court collection.

10.3. Exchange rates

In case of currency exchange, the Bank applies exchange rates for corporate customers (hereinafter: exchange rates) in force as at the date of exchange, unless agreed on otherwise by the contracting parties. The exchange rates are published on the Bank's website *www.nkbm.si* and at Bank branch offices.

The Bank shall publish any changes in the exchange rates on its website or by any other means commonly used in banking. Changes to exchange rates become effective immediately after being published.

Exchange rates of the card provider system (e.g. VISA Europe) in force as at the date of exchange apply to payments made in foreign currency using a debit card.

If card payments are made in a currency other than EUR, the payment of the card holder's obligations shall be executed in EUR, whereby the exchange of currency of the original payment into EUR shall be made as follows: the currency of original payment other than EUR shall be translated into USD at the USD purchase rate, and the amount in USD so obtained shall be translated into EUR at the EUR selling rate, or the currency shall be converted into EUR directly. The exchange shall be carried out at exchange rates effective at the moment when the transaction is processed in the card system.

11. Termination of Agreement

The agreement concluded for a definite period of time is terminated upon expiry of such a period, or by termination notice, if concluded for an indefinite period of time. With consent of the Bank, the user may terminate the agreement at any time in writing with immediate effect. The user may unilaterally terminate the agreement at any time by giving a one-month period of notice.

The Bank may terminate the agreement concluded for an indefinite period of time by giving a two-month period of notice. The Bank shall notify the user in writing of the termination. In case of terminating the agreement, the user is obligated to settle in full all of obligations under the agreement incurred until the day of termination.

If the Bank is in breach of provisions of these General Terms and Conditions governing notification of the user, the user shall have the right to challenge the agreement in accordance with the Code of Obligations.

In case of termination of the agreement, the user shall pay to the Bank the fees charged by the Bank for payment services for a fixed period of time.

The Bank shall not charge the user any special fees as a result of termination of the agreement, if the user terminates the agreement concluded for a definite period of more than 6 months, or for an indefinite period of time, after 6 months following the conclusion of the agreement.

The Bank may terminate the agreement by giving a general two-month period of notice, while the termination with immediate effect may only be made in the event of a breach of the agreement, these General Terms and Conditions, and applicable regulations, which is regulated in detail in the agreement, as well as in case of reasons indicating customer business operations are not aligned with statements given by the customer when establishing the business relationship, or if the business deviates from Bank rules on compliance.

The Bank shall have the right to terminate the agreement with immediate effect if, e.g.:

- The user is in delay, in delay on two consecutive occasions or in delay three times over the course of the term of the agreement in making a payment, fulfilling any other obligation under the agreement or any other contractual arrangement with the Bank;

- Data the user presented to the Bank prove untrue, were concealed or incomplete and, had the Bank been aware of accurate or complete data, it could have had an impact on its decision to enter into the agreement and/or the terms under which the agreement was entered into;

- The Bank takes note of circumstances that, by its opinion, could jeopardize the recoverability of a claim;

- The user turns insolvent or fails to comply in its operations with the Financial Operations, Insolvency Proceedings, and Compulsory Dissolution Act (OJ RS, No. 126/2007, as amended; 'ZFPPIPP');

- A change of circumstances occurs that would increase the risk for the Bank if it were to continue the performance of obligations under the agreement and the Bank was not able to foresee or eliminate the circumstances;

- The user no longer meets any creditworthiness criterion or other statutory criteria (under ZFPPIPP etc.).

Other provisions of the agreement and these General Terms and Conditions notwithstanding, the Bank shall have the right to terminate the agreement with immediate effect (without a notice period) if it uncovers, while carrying out mandatory measures and due diligence required under the Prevention of Money Laundering and Terrorism Financing Act (OJ RS, No. 68/18, as amended; 'ZPPDFT-1'), any non-compliance or irregularity that may be deemed an act, service or circumstance contravening the aim of ZPPDFT-1.

The agreement may also be terminated in case no balance was kept in the account and no transactions were made in the account in the preceding 12 months, and under measures and decisions taken by the government and courts based on the law.

12. Amicable Settlement of Disputes

The user and Bank will settle any disputes, disagreements or complaints relating to the performance of services in accordance with these General Terms and Conditions in an amicable manner.

The user may file a complaint regarding a service rendered by the Bank in person, by mail to the address of the Bank or by email to info@nkbm.si.

The Bank shall collect the complete documents and make a decision on the complaint within 15 business days. The decision on the complaint shall be delivered in writing to the address of the user.

Where, in exceptional cases, for reasons beyond its control, the Bank cannot reply within 15 business days, the Bank will provide the user with an interim reply, in which it will clearly state the reasons for the delay and set a deadline by which the user will receive the final answer. The deadline shall not exceed 35 business days.

Any disputes arising out of these General Terms and Conditions the user and the Bank cannot resolve in an amicable manner shall be settled in the court of competent local jurisdiction according to the registered office of the Bank.

A payment service user may file a complaint with the Bank of Slovenia regarding alleged violations of the Payment Services, Services of Issuing Electronic Money and Payment Systems Act (ZPIaSSIED).

13. Deposit Guarantee

A credit balance in a current account is a deposit eligible for the guarantee under the Deposit Guarantee Scheme Act (ZSJV). Deposits in the Bank are protected by the Deposit Guarantee Scheme in accordance with the ZSJV. In case the Bank turns insolvent, depositors are repaid from the Deposit Guarantee Scheme.

The maximum coverage limit is €100,000 per depositor in each bank, which means that all eligible deposits of the depositor in the bank are added up. In some cases laid down by the ZSJV, deposits are protected even above the coverage limit.

A credit balance in a trust account (fiduciary account) is a deposit observed, in the part belonging to an individual beneficiary, as part of the deposit of that beneficiary. The deposit is eligible to be guaranteed only if data allowing identification of the beneficiary was provided to the Bank. If information on beneficiaries to the balances in a trust account has not been provided to the Bank, the trust account balance shall be considered a bearer deposit to which the Deposit Guarantee Scheme does not apply. A credit balance on a trust account (fiduciary account) is a deposit which, by law, is available for disposal to a particular person acting as a representative or trustee of the account on behalf of a community, which has been established based on the law (e.g. a reserve fund account) and has no legal personality. If a trust account is held for one community, the deposit shall be eligible

for Deposit Guarantee Scheme compensation. If a trust account is held for several communities, the deposit shall be eligible for Deposit Guarantee Scheme compensation only if information allowing identification of each community was provided to the Bank. If information on specific communities has not been provided to the Bank, the trust account balance shall be considered a bearer deposit to which the Deposit Guarantee Scheme does not apply.

14. Final Provisions

The following documents form an integral part of these General Terms and Conditions:

- Nova KBM's Business hours schedule for domestic, cross-border and other payment transactions
- Nova KBM Corporate Banking Fee Schedule
- Decision on NKBM interest rates
- General information for depositors concerning the Deposit Guarantee Scheme.

The Bank will commonly notify the customer of those modifications of and/or amendments to the General Terms and Conditions or on new General Terms and Conditions for which these General Terms and Conditions do not specify that they shall be published only on the Bank's website and that take effect immediately or on the date of effect specified in the notice announcing the change or supplementation within 5 days prior to the modifications and/or supplementations to the General Terms and Conditions or new General Terms and Conditions taking effect. The Bank will announce the effect of changes of and/or supplementations to the General Terms and Conditions or new General Terms and Conditions by posting an announcement on its website or via the Bank's e-banking service or by other means commonly used in banking.

In cases where the Bank notifies customers of modifications of and/or amendments to the General Terms and Conditions or new General Terms and Conditions within the timelines referred to in the previous paragraph, the user, if he does not agree with modifications of and/or supplementations to the General Terms and Conditions or new General Terms and Conditions, may terminate the agreement concluded under these General Terms and Conditions without a notice period and without any fees.

The user shall terminate the agreement no later than on the day preceding the day on which the amendments come into effect. If the user fails to notify the Bank of their disagreement with the amendments within this period, it shall be understood they agree with the amendments. If user rejects the proposed amendments but does not terminate the agreement, it shall be understood the Bank has terminated the agreement with a two-month period of notice, starting on the day of delivering the notification of amendments.

Applicable respective General Terms and Conditions for payment services are published on the Bank's website and in all branches of the Bank *www.nkbm.si/poslovni-racun*.

These General Terms and Conditions form an integral part of the agreement. By signing the agreement, the user acknowledges that they have read the General Terms and Conditions before concluding the agreement and fully agree with them.

In case of any inconsistencies between these General Terms and Conditions and the agreement, provisions of these General Terms and Conditions shall prevail.

On the day of entry into force of these General Terms and Conditions, previous general terms for the management of current accounts cease to apply.

These General Terms and Conditions shall apply also to all pre-existing contractual relationships associated with opening and management of current accounts, and for pre-existing contractual relationships relating to authorized overdraft lines of credit. These General Terms and Conditions shall apply also to pre-existing contractual relationships relating to standing orders and SEPA direct debits.

It shall be understood that provisions of the agreement between the Bank and the user applied to open and manage a current account and carry out payment services prior to the enactment of these General Terms and Conditions that contravene the provisions of ZPlaSSIED shall hereby be deemed to be superseded by provisions of ZPlaSSIED.

Unless otherwise agreed between the Bank and the user, the preferred language used in contractual relationships and any communication between the Bank and the user is Slovenian.

The user shall have the right to request, at any time, a copy of these General Terms and Conditions in paper form or on any other durable medium. Services carried out under these General Terms and Conditions and the interpretation of Terms and Conditions shall be governed by the law of the Republic of Slovenia.

If the user becomes aware of a breach committed in carrying out services under these General Terms and Conditions, and such a breach constitutes an infringement under ZPlaSSIED, they shall have the right to file a written motion to open infringement proceedings. The motion shall be filed with the Bank of Slovenia, which is the authority competent to decide in matters concerning infringements.

By these General Terms and Conditions, the Bank and the user agree to waive the application of provisions of ZPlaSSIED for which the Act provides a waiver or restriction option, as follows: Articles 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 122 (except Article 122(3)), 123, 137, 140, 142, 146, 148 and 150 of ZPlaSSIED shall not be used and shall be superseded by relevant provisions of these General Terms and Conditions.

These General Terms and Conditions take effect and apply as of 15 October 2020.