

# GENERAL TERMS AND CONDITIONS FOR PAYMENTS SERVICES FOR LEGAL ENTITIES



## 1. Definitions

These General Terms and Conditions for Payment Services set out the rights and obligations of the Bank and the user in relation to carrying out payment services through current accounts opened with the Bank in compliance with the Payment Services and Systems Act (hereinafter: ZPlaSS).

Until the introduction of relevant legislation for single payment transactions, the provisions of these General Terms and Conditions shall also apply to such single payment transactions.

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

**Issuer** of these General Terms and Conditions is:

- Nova Kreditna banka Maribor d.d., Ulica Vita Kraigherja 4, 2505 Maribor, Slovenia, BIC (SWIFT): KBMASI2X, [www.nkbm.si](http://www.nkbm.si), [info@nkbm.si](mailto:info@nkbm.si), registered with the District Court of Maribor, entry No.: 062/10924200, registration number 5860580, VAT ID number: SI94314527 (hereinafter: the Bank),
- the Bank of Slovenia is authorized to supervise the provider of payment services, 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 authorized by the Bank of Slovenia for carrying out payment services; the list is published on the Bank of Slovenia website.

**Member State** means any European Union member state or any member state of the European Economic Area (hereinafter: EEA) (Official Gazette of RS, No. 1, dated 3 January 1994, page 3);

**Non-Member State** means any country that is not a Member State;

**User** means any natural or legal person who uses payment services as a payer or payee or both, and who concludes an agreement on opening and maintaining a current account with the Bank (hereinafter: the Agreement);

**Individual** means any natural person who is not an entrepreneur and who conducts an independent activity such as notary public, doctor, lawyer, farmer and similar;

**Entrepreneur** means any natural person who individually conducts profitable activity and participates in the market as an organized undertaking;

**Consumer** means any natural person who is acting for purposes other than his/her trade, business or profession;

**Payer** means any legal or natural person who orders a payment transaction by issuing a payment order, or gives consent to the execution of a payment order issued by the payee;

**Payee** means any natural or legal person who is the intended recipient of funds of the payment transaction;

**Payment service** means: deposit of cash to the current account, withdrawal of cash from the current account, execution of payment transactions to the debit and credit of the current account, execution of payment transactions the funds for which are provided by loan approval to the user;

Payment services from the previous paragraph also include direct debits, payments by payment cards and similar instruments, or credit transfers;

**Payment transaction** means deposit, transfer or withdrawal of funds by order of the payer or the payee, considering that the execution of a payment transaction through the Bank is independent from the basic obligations between the payer and the payee;

**Domestic payment transaction** means any payment transaction within Slovenia in any Member State currency; Nova KBM carries out cashless payment transactions in the following Member

State currencies: EUR, GBP, DKK, SEK, NOK, CHF, PLN, BGN, HUF and CZK;

**Cross-border payment transaction** means a payment transaction in any Member State currency effected between Member States; Nova KBM carries out cashless payment transactions in the following Member State currencies: EUR, GBP, DKK, SEK, NOK, CHF, PLN, BGN, HUF and CZK;

**Other payment transaction** means a payment transaction in any Non-Member State currency effected within Slovenia or between Member States, or a payment transaction effected in any currency to/from a non-Member State; Nova KBM carries out cashless payment transactions in the following non-Member State currencies: AUD, USD, CHF, CAD, HRK, JPY, RSD, BAM, RUB, MKD;

**Payment order** means an instruction by which the payer or the payee instructs the payer's bank to execute a payment transaction;

**Universal payment order (UPN)** means a payment form which is to be used for the following payment transactions in EUR within SEPA: cashless payments, cash payments, cash deposits and cash withdrawals;

**Direct debit** means a payment service by which financial obligations of the payer to the payee are settled by debiting the payer's current account;

**SEPA direct debit** means a payment service by which financial obligations of the payer to the payee in a Member State are settled by debiting the payer's payment account;

**SEPA B2B DD scheme** sets out the rules, standards and procedures for executing SEPA direct debits where the payer and the payee of a payment are legal entities, individuals or entrepreneurs;

**Credit transfer** means a payment service by which the payer issues an order to its payment services provider for the execution of an individual payment transaction or more payment transactions; Credit transfers include: payment order, money order form, standing order and direct credit;

**Current account** means a payment account which the Bank opens and maintains for the user for the purpose of executing payments, and for other purposes related to the performing of banking services for the user (also referred to as: TRR);

**Payment instrument** means any device or set of procedures or both, which have been agreed upon between each individual user and its Bank, and which is to be applied only by any such user when making a payment order (such as payment cards, online banking);

**Coverage on the account** means the aggregate of credit balances in the current account (in domestic and foreign currencies) and authorized overdraft facilities available through the current account;

**Value date** means the date on which the Bank credits or debits the current account and which is taken into consideration when calculating interest;

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

**Reference exchange rate** means the exchange rate which is used as the basis for calculating any currency exchange and which is made available by the Bank or comes from a publicly available source;

**Reference interest rate** means the interest rate which is used as the basis for calculating any interest to be applied and which comes from a publicly available source which can be verified by



both parties to the agreement;

**Durable medium** means any instrument which enables the user to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored; the Bank considers as durable medium: paper, magnetic tape, DVD, CD, microfilm, disk and any other applicable adequate durable medium;

**Unique identifier** means the unique number of the user's current account held with the Bank, or the number which is used in a payment transaction for unambiguous identification of the user and/or his payment account;

**ZPlaSS** means the Payment Services and Systems Act, as amended from time to time;

**Current account balance** means the difference between the current account credit items and debit items on the day of current account balance;

**Available current account balance** means current account balance increased by the authorized overdraft in domestic currency, and reduced by other obligations under current account operations (e.g. reservation of funds, orders in a payment queue for the current date);

**Debtor** means a person that has any payment obligations;

**Debit card** means a card with immediate payment or with reservation of funds in the current account (e.g. Activa Maestro card);

**Direct credit** means a standardized electronic credit payment instrument by which the payer submits to the contractual bank an order to transfer a certain amount of funds to the payee's account; Card holder is an individual person, authorized by contractor to receive a debit card in accordance to these general terms;

**Consetting a payment transaction** means the delivery of a paper-based or electronic payment order by the user to the bank, or delivery of an authorization for the execution of a payment transaction by the user in case the payment transaction is being ordered by the payee;

## 2. Protection of personal data and confidential information

Information and data relating to the performance of payment services on the basis of these General Terms and Conditions are to be treated as a business secret by the Bank. The Bank is only allowed to disclose these data to the user of payment services and, in compliance with the law, to competent authorities on their written request.

The Bank, as the administrator of personal data, shall keep, maintain and control personal data and data on user's operations in compliance with the Personal Data Protection Act and any other relevant applicable law.

The user explicitly permits the Bank to use the automated data processing or manual means to establish, process, store or disclose personal and other data relating to the performance of payment services.

The user explicitly permits the Bank to carry out an investigation in order to obtain his personal and other data, particularly data of employment, movable and immovable property, receivables, participations, shares and other securities, numbers of accounts with banks and other payment institutions, other property, residence, tax number and other data kept by other data processing institutions, if the Bank does not dispose of such, and if the user, despite of this having been required by the Bank, did not deliver in person the data which are needed to achieve the purpose of these General Terms and Conditions and the agreement concluded on the basis of these General Terms and Conditions.

The Bank processes the collected data for the purpose of sampling, surveying and statistical processing of data on customers, for assessing the use of services, for adaptation of services and segregation, for market research, for information

on services, new products and promotions, and for sending magazines, leaflets and other promotional material on services provided by the Bank and related companies (Nova KBM Group). The user permits the Bank to make use of different distribution channels, such as telephone, direct mail, e-mail, as well as other modern and permissible communication channels.

The user's consent for processing data in accordance with these General Terms and Conditions is given by signing the agreement on opening the current account. By delivering a written statement, the user may at any time revoke the consent given. If the consent is revoked, the Bank shall prevent the use of personal data.

Based on an explicit written consent of the user, the Bank is allowed to disclose personal data to any person stated in such explicit written consent.

## 3. Opening a current account

The legal relationship between the Bank and the user is established on the day of signing the agreement.

When delivering the application for opening the current account, the user shall:

- submit the documentation that enables the identification of the user and persons authorized to operate the account and to conduct transactions, subject to the application of regulations, including the provisions of the law governing the prevention of money laundering and terrorism financing, and
- submit all data required for maintaining the account register, other documents in accordance with the regulations in force, and any other documentation required by the Bank.

Within five working days following the receipt of the application for opening the current account, and the requested documentation, the Bank shall either approve or refuse the application. The Bank is not bound to explain reasons for refusing the application.

The user may start operating the account on the first business day following the signing of the agreement.

## 4. Maintaining the account

The Bank binds itself to carry out payment services for the user through his current account within the available current account balance.

The credit balance in the current account is treated as a demand deposit placed with the Bank that maintains the current account. Only a legal representative or a third party authorized by the user may dispose of funds in the current account. The use of funds within the available current account balance is not restricted. Persons authorized to carry out payment services through the current account may be user's legal representatives or persons authorized in writing by the user. Such written authorization issued by the user shall be signed in the presence of a bank officer, or is to be certified by a notary public, and shall contain all requested personal data on the legal representative and the authorized person as well as the content of the authorization relationship in accordance with applicable legislation.

The user may explicitly authorize a third party in writing to use the funds in the current account. Such authorization shall not grant the right to issue further authorizations and the right to close the current account.

Persons authorized to use the funds in the current account have to deposit their signature specimens with the Bank. These signature specimens remain in force until the authorization to use the funds in the current account is cancelled in writing. As for legal entities, persons of civil law, individuals and entrepreneurs, the authorization shall remain in force until a written cancellation of the authorization or an official written notice of the winding up of the legal person or the person of civil law, or an official notice of the death of the individual or entrepreneur 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.

If, for whatever reason, the current account balance is below

the coverage amount, the current account balance shows an unauthorized overdraft.

In case of any unpaid and overdue obligations to the Bank arising from its payment services, loan agreements or other arrangements, the Bank is authorized to debit the current account even if no coverage is provided in the current account.

The Bank may debit the current account of the user for any costs of delivering reminders in accordance with the Extract from the Tariff of Nova KBM at issuing the reminder.

#### 4.1. Maintaining the current account in individual foreign currencies

Funds in the current account and payments to and from the current account may also be in foreign currencies. Foreign currencies in which the Bank maintains current accounts are the following: Australian Dollar (AUD), Canadian Dollar (CAD), Swiss Franc (CHF), Danish Crown (DKK), British Pound (GBP), Croatian Kuna (HRK), Japanese Yen (JPY), Norwegian Crown (NOK), Swedish Crown (SEK), US Dollar (USD), Serbian Dinar (RSD), Bosnia and Herzegovina Convertible Mark (BAM), Russian Ruble (RUB), Polish Zloty (PLN), Macedonian Denar (MKD), Bulgarian Lev (BGN), Hungarian forint (HUF) and Czech koruna (CZK).

## 5. Execution of payment orders and notification of users

### 5.1. Issue of UPN forms with the OCR line (field for optical recording of data)

A payee may issue UPN forms with the OCR line, provided that he:

- takes into consideration the applicable instruction regulating the format, content and the application of UPN forms with the OCR line published on the website of the Bank Association of Slovenia [www.zbs-giz.si](http://www.zbs-giz.si);
- signs the Statement on issuing UPN forms with the OCR line;
- ensures that the test copies of UPN with the OCR line are filled in according to the prescribed standard for the UPN form which is published on the website of the Bank Association of Slovenia and that they are printed in one of the printing companies from the list published on the website of the Bank Association of Slovenia;
- submits the issued test UPN forms with the OCR line to the authorized provider for verification.

The issuer may issue UPN forms with the OCR line on the basis of approval received from the authorized company.

The payee's bank may charge the issuer of UPN forms with the OCR line for additional costs incurred due to irregularity of the OCR line in the execution of payments.

### 5.2. Acceptance of payment orders

The Bank executes a payment transaction upon the receipt of the payment order, except if reasons for refusing the payment order are given. Payment orders must be completed in accordance with the regulations, standards applying to the payment systems and these General Terms and Conditions. Payment orders must contain the following elements:

- name and surname of the payer or payer's company name,
- user's account number to be debited for the payment,
- amount and currency of payment,
- name and surname of the payee's or payee's company name,
- number of payee's account to be credited, and the designation of payment services provider that maintains the payee's current or payment account,
- BIC of payee's bank (obligatory for cross-border and other payment transactions),
- 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 online banking, the payment order has to be completed in accordance with General terms and conditions for the use of Poslovni Bank@Net and Instructions for the web application. Instructions are published on the website of Nova KBM [www.nkbm.si](http://www.nkbm.si).

It is deemed that the Bank received the payment order when the duly signed payment order (which means consent for the execution) is submitted to it on a paper-based or electronic form, or through agreed communication channels, for example as follows:

- payment order is delivered at the bank counter,
- payment order is delivered through an ATM,
- payment order is sent through online banking,
- payment order is sent through telephone banking,
- payment order is submitted on a magnetic medium.

When using the electronic payment order for the execution of a payment, the user has to identify himself in accordance with General terms and conditions for the use of Poslovni Bank@Net.

The use of a payment instrument, which is registered by the Bank, proves to the Bank that the payment transaction has been authorized by the payer.

If the Bank receives a payment order on a day which is not its business day or if it receives the payment order after the cut-off time, it is deemed that the payment order was received on the first following business day.

If the date determined on the payment order as the payment execution date refers to a later date, it is deemed that the payment order was received on the day of the execution of the payment order, provided that all other requirements for the execution of the order are met.

If the Bank receives a payment request of the payer in the form of a standing order, it is deemed that the payment order was received on the day of executing the standing order.

If the user intends to issue the universal payment order (UPN) in accordance with the applicable instruction that governs the format, content and application of UPN containing the OCR line, he has to deliver to the Bank in advance a signed statement on the issue of the universal payment order with completed OCR line.

### 5.3. Execution of payment orders

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

- the payment order is received in accordance with the business hours schedule, which is an integral part of these General Terms and Conditions, and if the current account shows available current account balance,
- the payment order is duly signed, legibly and fully completed (without corrections), and contains all requested information,
- there are no legal impediments for the execution of the payment order.

The Bank executes the payment order in the currency stated on the order, however only in EUR and currencies listed in point 4.1.

The payment order shall not be subject to any suspensive or resolutive conditions. Should the payment order contain a suspensive or resolutive condition, it has no legal effects.

In the absence of any special instructions by the user, the Bank shall decide as to the most appropriate way to execute the payment order, using its best judgement for the benefit of the user. The acceptance of such payment order does not constitute an act of granting any third party any rights vis-a-vis the Bank.

If the user submits to the Bank an incorrect unique identifier of the payee on the payment order, the Bank shall not be held responsible to 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, submits to the Bank other information, the Bank shall be

responsible only for the execution of the payment transaction on the basis of the unique identifier submitted by the user.

The user is responsible for the correctness and completeness of the data on the payment order. The Bank shall not be held responsible for any damage caused to the user as a result of the execution of fraud or modified payment orders.

The user shall, as soon as he establishes that such transactions have been carried out and in any case not later than 30 days after the date of credit or debit entry, promptly and without any delay inform the Bank of any unauthorized and/or non-executed payment transaction.

If the date determined on the payment order as the payment execution date refers to a later date, the Bank shall verify the requirements for the execution of the order on that day.

The execution date is the date on which the amount of the payment transaction is credited to the account of the payee's payment services provider.

As for domestic payment transactions, payment orders in EUR shall be executed on the day of receiving the payment order, while the Bank may, until 31 December 2011, execute money orders by the end of the business day following the day of receiving the payment order.

As for cross-border payment transactions, payment orders in EUR shall be executed by the end of the business day following the day of receiving the payment order, however the Bank may, until 31 December 2011, execute such payment orders not later than three business days following the day of receiving the payment order. These terms shall be extended by 1 business day in case of paper-based payment orders.

Payment orders for domestic and cross-border payment transactions in other Member State currencies shall be, as a rule, executed by the end of the following business day, however, not later than four business days following the day of receiving the payment order.

The Bank shall strive to execute payment orders for other payment transactions within the shortest period of time. On user's request, the Bank will try to obtain the information as regards the maximum period for executing the payment transaction.

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-come first-served basis. Priorities stipulated by law have to be observed by the Bank when executing payment orders.

The Bank shall execute a payment transaction on the basis of an executable enforcement decision or any other decision of the competent authorities (hereinafter: enforcement), without the user's or authorized person's consent, in compliance with the relevant applicable legislation.

The Bank shall also execute the payment transaction without the consent of the user or an authorized person in case of any unpaid and overdue obligations under the performance of payment services, loan agreements, or any other overdue obligations to the Bank.

The user must enter in the UPN form the information regarding the purpose of payment and the payment purpose code that is used as an additional identification feature of the payment, enabling the payee and his bank a simpler identification of payment and accurate transfer of funds to the account.

The Bank does not verify the purpose code and submits it to the payee in the form as stated by the user.

The Bank does not take responsibility due to inappropriate processing of a payment transaction if the user or the authorized person does not use the payment purpose code in accordance with its actual purpose.

In compliance with the SEPA rules, it is not possible to have at the interbank level a simultaneous transfer of structured reference and the textual record of the payment purpose. 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 textual record of the payment purpose.

If a payer presents to the Bank for execution a payment order

with the filled-in OCR line in a paper form, the Bank may submit to the payee and his bank only the information included in the OCR line. The Bank is not bound to verify whether the entry in the OCR line tallies with other data in the payment order.

The user shall be informed of any changes to the business hours schedule through the account statements (hereinafter: the account statement), by publishing changes in branches of the Bank and on the Nova KBM website - [www.nkbm.si](http://www.nkbm.si), and through online banking.

In order for a standing order to be executed on the agreed date, available funds have to be in the current account at least one business day prior to the anticipated execution (except for standing orders for the transfer of the daily account balance which are, in accordance with the business hours schedule, executed at the end of the business day).

#### 5.4. Refusal of payment orders

The Bank may refuse the execution of the payment order, if all conditions for the execution are not met. The Bank shall inform the user of the refusal and, if possible, of the reasons for refusal and procedures for eliminating errors that led to the refusal, except if this is prohibited on the basis of other regulations.

The notification from the first paragraph of this article is delivered to the user by the Bank at the earliest, however not later than within the period determined for the execution of the payment order in article Execution of payment orders.

#### 5.5. Revocation of the payment order

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

- revoking the consent for the execution of the payment transaction or the package of payment transactions;
- requesting the payment order to be returned;
- cancelling the electronic payment order sent earlier;
- revoking the authorization for the standing order or direct debit.

Any payment transaction executed after the revocation shall be considered as unauthorized.

The payer shall revoke the payment order no later than the end of the business day preceding the payment value date.

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

Notwithstanding the provisions of the previous paragraph, the payer may revoke the payment transaction ordered by the payee, if the payment transaction is ordered by the payee by direct debit, by the end of the business day preceding the agreed upon date of debiting the payer's account.

After the expiry of the period from the first and the fourth paragraph of this article, the payer may only revoke a payment order by reaching an agreement with the Bank. If the payment transaction is ordered by the payee, or by the payer through the payee, then the revocation of the payment order after the expiry of the above stated period must be authorized also by the payee.

#### 5.6. Availability of funds

The payee may use the funds in his account when the amount of the payment transaction is credited to the Bank's account in accordance with deadlines for the execution of payment transactions stipulated in article 5.3 of these General Terms and Conditions, and after the Bank receives all necessary information to credit the payee's account.

If the date of crediting the account of the payee's bank is not a business day of the payee's bank, then, for the purpose of the first paragraph of this article, it is deemed that the payee's bank received the funds for the payee on the first following business day.

Incorrect debit or credit entry to the account without the user's order, which is the result of an error or irregularity made by the Bank or its external providers, may be settled by the Bank by making a counter entry, so that the current account balance remains unchanged. The Bank shall inform the user of such action



by sending him the account statement in an agreeable manner. Should the user object to such adjustment - correction, the balance will be re-established to the one before the adjustment right after receipt of a justified complaint.

## 6. Additional services

The Bank may also provide the user with additional services in relation to the current account, upon which the Bank and the user shall agree in a separate agreement. The Bank may issue general terms and conditions for the provision of these services (e.g. online banking, charge cards, direct debits, etc.).

### 6.1. Direct debit

**Direct debit** means a payment service by which financial obligations of the payer to the payee are settled by direct debiting of the payer's current account.

Separate general terms and conditions are used for direct debit payment transactions.

### 6.2. SEPA direct debit (hereinafter: SEPA DD) according to the core scheme

#### Agreement

A payer and a payee shall reach an agreement on the settlement of payer's obligations by SEPA DD in such a manner that the payer issues to the payee a consent for executing SEPA DD.

The payer shall notify the payee of any changes in the information in the consent and of the revocation of the 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 following the consent.

#### Executing SEPA DD payment orders

The payer's bank executes a SEPA DD payment transaction on the execution date if the payer has provided sufficient cover in the payment account in accordance with the bank's cut-off times. If the payment execution date is a non-working day, the cover must be provided in the account on the first following business day.

The payer may request his bank to discontinue executing SEPA DD on his payment account.

#### Objection

The payer may, not later than one business day prior to the execution date, submit to his bank a written objection requesting the bank not to execute a SEPA DD payment order. The written objection must include at least the following information: consent reference mark, amount, execution date and name of the payee.

The payer may submit an objection to the payee before the execution of a SEPA DD, in the manner and within the deadline set out in their mutual consent.

#### Refund of monies

The payer may request the refund of monies for an approved (a valid consent of the payer is available) SEPA DD payment transaction within 8 weeks from the execution date. In such a case the payer's bank refunds to the payer the monies to the payment account within 10 business days following the receipt of request for the refund of monies.

The payer may request the refund of monies for an already executed SEPA DD payment transaction within 13 months following the execution date if he has informed his bank that a consent for executing a SEPA DD has not been issued (non-approved). In such a case the payer's bank requests from the payee's bank an evidence of the existence of a valid consent. If such a consent is presented, the payer's bank refuses the request for refund. If the payer's bank receives from the payee's bank a notification of non-existence of a valid consent, or if, from the submitted evidence, it determines that the consent is not in compliance with the executed SEPA DD, it refunds the monies to the payer's payment account and sends a request for the repayment of monies being refunded to the payee's bank.

The payer may also request a refund of monies for the executed

SEPA DD within 13 months in case of any mistakes made by the payer's bank in carrying out a SEPA DD.

Upon refund, the payer is also entitled to interest that is calculated on the amount of executed SEPA DD payment transaction from the SEPA DD execution date until the date prior to the day of refunding the monies to the payer's account, both dates inclusive, at the EONIA rate.

The payer may submit the request for the refund of monies for the executed SEPA DD only to the bank which executed the SEPA DD.

#### Notifications

The payer is informed of the amount and the date of each individual SEPA DD by a prior notification of the payee.

The payer's bank may enable the payer to inspect the SEPA DD payment orders or may provide him with the information of the same before the execution date.

The payer is notified of the executed SEPA DD payment orders in the payment account statement.

The payer's bank promptly informs 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 payer and the payee shall be resolved by their mutual agreement, while other complaints are to be resolved by the payer with his bank.

#### Fees

For carrying out SEPA DD, the payer shall pay fees to his bank in the manner and in accordance with the applicable bank's tariff.

### 6.3. SEPA direct debit (hereinafter: SEPA DD) according to the B2B scheme

#### Consent

A payer and a payee shall reach an agreement on the settlement of payer's obligations by SEPA DD in such a manner that the payer issues to the payee a consent for executing SEPA DD.

The payer shall notify the payee of any changes in the information in the consent and of the revocation of the consent.

The payer shall in due time and not later than one business day prior to the first debiting of the payment account inform the payer's bank of the consent issued in the SEPA DD B2B scheme. The payer shall notify the payer's bank of any changes or the revocation of the consent.

The payer's bank verifies the data in the consent against the data in the SEPA DD payment order. The payer's banks refuses the execution of a SEPA DD payment order if it does not have all the mandatory information regarding the valid consent of the payer available, or if this information is not in agreement with the information included in the SEPA DD payment order.

The payer's bank executes a SEPA DD if the payer fails to inform the 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 following the consent.

#### Executing SEPA DD payment orders

The payer's bank executes a SEPA DD payment transaction on the execution date if the payer has provided sufficient cover in the payment account. If the payment execution date is a non-working day, the cover must be provided in the account on the first following business day.

The payer may request his bank to discontinue executing SEPA DD on his payment account.

#### Objection

The payer may, not later than one business day prior to the execution date, submit to his bank a written objection requesting the bank not to execute a SEPA DD payment order. The written objection must include at least the following information: consent reference mark, amount, execution date and name of the payee.

The payer may submit an objection to the payee before the execution of a SEPA DD, in the manner and within the deadline set out in their mutual consent.

### Notifications

The payer is informed of the amount and the date of each individual SEPA DD by a prior notification of the payee.

The payer's bank may enable the payer to inspect the SEPA DD payment orders or may provide him with the information of the same before the execution date.

The payer is notified of the executed SEPA DD payment orders in the payment account statement.

The payer's bank promptly informs 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 payer and the payee shall be resolved by their mutual agreement, while other complaints are to be resolved by the payer with his bank.

### Fees

For carrying out SEPA DD, the payer shall pay fees to his bank in the manner and in accordance with the applicable bank's tariff.

## 6.4. Standing order

**Standing order** as a credit transfer is a payment service:

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

The Bank accepts the consent for carrying out a standing order, if at least two consecutive payments on a specific date in an agreed-upon chronological order are to be executed, or within the period of authorization.

Nova KBM may refuse the request for opening a standing order at its sole discretion.

Nova KBM shall execute accepted authorizations (opening, amendment, revocation) only, if the payer informs the Bank of a standing order transaction at least one business day before the execution of such transaction.

## 6.5. Using the business debit card VISA BUSINESS ELECTRON

The debit card Visa Business Electron is used in current account operations as an identification card and a bank payment card. With this card, the user or an authorized person proves his identity in all transactions through the current account, in all branches of the Bank. The person carrying out the identification may also request to see a valid personal document with a photo.

The card is made out to the person (hereinafter: user) who is the current account holder, or has been authorized to operate the business account by a legal entity, individual or entrepreneur (hereinafter: current account holder), and has concluded an agreement with the Bank. The card bears the name and surname of the user and is not transferable.

The user must sign his name on the card at the moment of receiving the card. In order to prevent any card fraud, the user shall keep the personal number as confidential. He shall keep the personal number (PIN) separate from the card. The user is responsible for any consequences of the abuse of his personal number.

The card can be used at any points of sale with the sign ACTIVA, VISA and VISA ELECTRON both at home and abroad, and for withdrawal of cash from banks, post offices and ATMs with the sign VISA ELECTRON. For payment of goods and services at

the point of sale, the merchant shall issue a payment receipt (hereinafter: the slip) to be signed by the user, or the user has to enter his personal number (PIN) in the POS terminal. By signing the slip or by entering his PIN, the user agrees to pay the amount in accordance with the general terms and conditions. A copy of the slip shall be kept by the user for his records.

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

The card VISA BUSINESS ELECTRON >>Obrtnik<< bears also the membership number of the Chamber of Craft and Small Business of Slovenia (OZS).

The card is valid until the last day of the month stated on the card. For users that conduct their operations in accordance with these General Terms and Conditions, the Bank will extend the card membership without requesting new application. In case of termination of the agreement on opening and maintaining the current account, the card also ceases to be valid, irrespective of the validity date stated on the card.

When paying through internet or executing payments from a distance, the user shall use a secure payment method, e.g.: if the e-commerce provider accepts payments through the system Verified by Visa, the user shall execute the payment through this system and use a mobile smart card reader (OTP generator) that generates one-time passwords which shall be used by the card holder to confirm the correctness of the card data and the amount to be paid. If the user does not choose the adequate sign to execute a secure payment and has not obtained the password from the mobile card reader for the confirmation of the payment, the Bank shall not be held responsible for any damage caused.

The Bank shall not be held responsible for any damage to the user should a third party get possession of the card or obtain card details required for internet transactions, and use the card or card data for e-commerce payments.

The user shall immediately inform the Bank (within its business hours) in person or in writing, or call the service centre of Intesa Sanpaolo Card (24 hours), of destroyed, damaged, lost, or stolen card. The service centre telephone number is published on the Nova KBM website and on the backside of the card. If the user suspects that the card has been stolen from him, he has to report the theft to the nearest police station. The user shall also inform the Bank of his suspicion that an authorized person has obtained his personal card number. Notification of a lost or stolen card made over the telephone has to be confirmed in writing within 7 days. The Bank and the user shall agree on the issue of a new card.

The Bank will revoke the card on the day of the receipt of notification of stolen or lost card and inform the points of sale of the revoke.

Financial damage resulting from the loss or theft of the card is charged to the Bank from the moment the report of lost or stolen card is made, except if the user acted negligently and in violation of these General Terms and Conditions. The financial damage resulting from the theft or loss of the card until the report is made is borne by the user, however it is limited up to 150 EUR. If the user has not kept his personal number confidential and separate from the card, he shall be liable for the entire damage incurred to him as a result of the misuse of the card.

The Bank is responsible for solving any complaints and submitting information. In case of any complaint, the card holder has to prepare the appropriate documentation and contact the branch of the Bank within 15 days from the receipt of the account statement. The card holder shall submit the complaint in writing to the Bank branch which maintains his account. If the complaint is unjustified, the Bank shall charge the user for the costs of complaint. The Bank is not responsible for the quality of goods and services paid for by the user with the card.

If the user terminates the agreement within the period from signing the agreement to the date of the receipt of the card, he has to compensate the Bank for any costs incurred by the Bank in the issuing procedure.

The contractor is responsible for all liabilities and costs incurred in connection with using the card for his operations, until the day the card is returned to the Bank.

#### **6.6. Overdraft facility on the current account**

On request of a legal entity, the Bank may approve an overdraft facility on the current account for a certain period of time, however, a maximum of 12 months.

A legal entity shall apply for an authorized overdraft facility on the current account, or a change of such facility, in writing on the prescribed bank form or in any other manner which is considered to be appropriate by the Bank.

The Bank approves or refuses the request of a legal entity at its sole discretion. The Bank may approve an overdraft facility on the current account of a shorter period and of a lower amount than requested.

The relationship between the user and Bank in connection with the approval of an overdraft facility on the current account is governed by the agreement on overdraft facility on the current account.

The Bank charges interest on any drawn portion of approved overdraft facility in accordance with the extract from the Cost of capital of Nova KBM.

The Bank charges the user for services provided in accordance with the extract from the Tariff of Nova KBM.

The Borrower shall pay the interest monthly, by the tenth of the month for the previous month, or at final maturity.

The overdraft facility shall be used for payment services to the debit of the current account. The maximum overdraft facility represents the authorized debit balance (loan facility) on the current account. The repayment of a drawn facility is made by incoming payments to the current account of the user. On the expiry date of the overdraft facility, or in case of termination of the agreement, the user shall repay in full the drawn portion of the overdraft facility provided that a new overdraft facility is not approved.

For any due and outstanding payment obligation under the agreement on overdraft facility on the current account, except for overdue and unpaid interest, the Bank charges default interest monthly in arrears, from the first day of default till the payment day.

The overdraft facility may be terminated with immediate effect at the Bank's sole discretion before the agreed period and immediate repayment of the full amount drawn requested in following cases:

- if the current account shows unauthorized debit balance,
- if the user has unpaid and overdue obligations to the Bank,
- if the current account maintained with Nova KBM is terminated,
- if for more than three months no incoming payments were credited to the current account, or if only interest, banking costs and any minor incoming payments for covering the costs and interest that exceed the amount of approved overdraft facility were credited to the current account over the period of three months,
- if notification of the user's death has been received,
- if the Bank receives the enforcement decision against the user; in such case the Bank may at its sole discretion reduce the amount of the overdraft facility or prevent the utilization of the undrawn portion of the overdraft facility,
- if risk exists that the user will not be able to fulfill his contractual obligation, or if he is in breach of the Agreement on overdraft facility on the current account.

## **7. Other grounds for debiting the current account**

### **7.1. Payment of domiciled bills issued and accepted by the user**

In compliance with the regulations governing payment services and collection of bills, and within the available current account balance, the Bank shall debit the current account of the user on the basis of a submitted bill, if such bill contains the clause defining that it is payable with the Bank (domiciliary clause), and if the Bank receives all the necessary data from the bill holder to cash the bill.

If a bill is issued by a consumer, legal entity, individual or entrepreneur, it shall be deemed that it contains unconditional authorization of the bill holder to order the execution of a payment transaction in accordance with the bill, and unconditional consent of the user that the Bank may execute the payment transaction to the debit of his funds.

### **7.2. Compulsory enforcement of funds in the current account and execution of collateral**

In case of receiving an enforcement decision, a decision with regard to executing the collateral, or a decision regarding any other compulsory intervention with the funds in the current account, such a decision being issued by a court, the Tax Administration of the Republic of Slovenia or other competent authority, the Bank shall prohibit the user from disposing of funds in the current account (up to the amount stated in the decision), and shall act in compliance with the operative part of the decision and applicable legislation.

In so doing, the Bank will act in compliance with the regulations governing compulsory enforcements and execution of collateral and regulations governing payment services. The Bank is not bound to verify the relationship between the current account user and the person designated as the creditor in the enforcement decision or decision on the execution of collateral.

## **8. Liability of the Bank and refund of payment transactions**

If the Bank is responsible for the non-execution and/or irregular execution of a payment transaction, it shall immediately refund to the payer the original amount of the non-executed or irregularly executed payment transaction together with any fees charged, but not the interest to which the payer is entitled.

The Bank shall not be held liable to refund the amounts of unauthorized payment transactions:

- if the execution of an unauthorized payment transaction is the result of exceptional and unforeseeable circumstances which the Bank cannot control despite all its efforts,
- if the obligation to execute a payment transaction derives from other regulations which are binding on the Bank,
- if the execution of an unauthorized payment transaction is a result of the user's fraud, or if the user did not comply with his obligations in connection with the payment instrument intentionally or due to gross negligence,
- if a counterfeit or modified payment order is submitted for execution by the user to the Bank,
- as for the part covered by the user, if the execution of an unauthorized payment transaction is a result of the use of stolen or lost payment instrument, or abused payment instrument (if the user did not protect personal safety features of a payment instrument),
- if the Bank was not informed by the user immediately, and in any case within 30 days following the day of debit or credit entry, that unauthorised and/or non-executed payment transaction were processed.

In compliance with the fifth paragraph of article 122 of ZPlaSS, the Bank shall not be held liable for the incorrect execution of the payment transaction ordered by the payer, and the Bank and

the user shall exclude the application of article 122 of ZPlaSS.

In compliance with the sixth paragraph of article 123 of ZPlaSS, the Bank shall not be held liable for the correct execution of the payment transaction ordered by the payee, or the payer through the payee, and the Bank and the user shall exclude the application of article 123 of ZPlaSS.

In compliance with the first, fourth and fifth paragraph of article 131 of ZPlaSS, the Bank shall not be held liable for the correct execution of the payment transaction ordered by the payee, or the payer through the payee. At the same time, in accordance with the provisions of the seventh paragraph of article 131 of ZPlaSS, the Bank and the user shall exclude the application of the first, fourth and fifth paragraph of article 131 of ZPlaSS.

The payer may request the refund of the amount of already executed direct debit (if the direct debit was executed after 1 November 2009) as follows:

- within 8 weeks following the execution of the direct debit (if the payer gives 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 entry in case of unauthorized or irregularly executed direct debit.

The creditor authorizes the Bank to refund the amounts of the already executed direct debits on the basis of a request for the refund of executed direct debit, by the payer to the debit of the creditor's current account, and to inform him in writing of such action.

## 9. Notification

The user shall notify the Bank within 5 days of any change with respect to his legal status, personal and other data, information on authorized persons and other data which relate to the current account and which are stated in the application for opening the current account. The Bank shall not be held responsible for the damage incurred as a result of non-compliance with obligations regarding the notification of changes.

The Bank shall inform the user of payments executed through the account by means of account statements, which are sent to the user at least once in a month, or may be obtained in person at the Bank, sent via online banking, or submitted to the user through any other agreeable banking communication channel. In case a written notification is sent by post, it is deemed that the notification is handed over correctly, if sent to the last known address of the user which the Bank has in its records.

If the user declares to pick up the account statements in person, he is obliged to pick them up monthly in the Bank.

The user shall bear all the consequences, if he fails to pick up the statements within the period from the previous paragraph.

The user receives a paper statement from the Bank providing information on executed transactions such as: information on the payer and payee (account No., name and surname or company name), information on the transaction (amount, currency, purpose (in case of using unstructured credit reference), purpose code, inquiry reference, reference number, identification numbers, date of entry, value 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, name of the payee, identification of the payee, unique reference number of the authorization, SEPA DD amount, and a notification of the payee to the payer regarding the payment (if submitted by the payee).

Based on the customer's inquiry, the Bank may always provide him with all the information on the payment transaction which the Bank received.

## 10. Interest rates, fees and exchange rates

### 10.1. Interest rates on the current account

The Bank pays interest on funds held in the current account at the interest rate for demand deposits, in accordance with the extract from the Cost of capital of Nova KBM.

Any changes in interest rates on the current account will be notified to the user in writing (e.g. through the account statement).

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

The Bank charges interest on unauthorized debit balance in the current account in accordance with the extract from the Cost of capital of Nova KBM.

### 10.2. Fees

For carrying out payment services, the Bank charges the user fees in accordance with the extract from the Cost of capital of Nova KBM.

Any changes in fees charged to the current account will be notified to the user in writing (e.g. through the account statement) 2 months in advance.

For international services that the Bank carries out for users in Slovenia, the fees are charged in domestic currency at the European Central Bank reference rate ruling on the date of charging, except if determined otherwise.

The Bank may deduct its fees from the incoming payment transaction before the payment is credited to the payee's account or is made available to the payee (incoming payment fee).

For payment transactions that are channelled through other banks or paying agents, the Bank will additionally charge the user for fees that these banks or other paying agents charge for the execution of payment transactions, in accordance with the schedule of fees of all banks and paying agents involved in the execution of the payment.

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

As regards cross-border payment transactions in EUR, the method of paying fees that differs from the method of paying fees (shared fees) regulated by law is subject to a separate agreement between the payer and the payee and shall not be executed within the original payment transaction.

### 10.3. Exchange rates

In case of currency exchange, the Bank's exchange rate list for corporate customers (hereinafter: exchange rate list) in force on the date of actual conversion shall be applied. The exchange rate list is published on the Bank's website [www.nkbm.si](http://www.nkbm.si) and in branches of the Bank.

For currency exchange, the bid/ask exchange rates from the daily exchange rate list of the Bank in force at the moment of conversion shall be applied, except, if agreed otherwise by contractual parties.

For foreign currency payment transactions made with a debit card, the exchange rates of the card provider system (e.g. MasterCard Europe, VISA Europe) in force on the date of conversion shall be applied.

If card payments are made in a currency other than EUR, the payment of obligations of the card holder are executed in EUR, whereby the conversion from the currency of the original payment into EUR is made as follows: the currency of original payment that is not EUR is translated into USD at the buying rate for USD, and the amount in USD so received is translated into EUR at the selling rate for EUR. The conversion is carried out by applying exchange rates in force at the moment of processing the transaction by a card provider system. The exchange rates applied and the date of conversion will be listed on the account statement. Due to multiple changes of exchange rates of card provider systems during the course of the day, the exchange rates for transactions carried out on the same day may be different.



## 11. Termination of the Agreement

The agreement concluded for a definite period of time expires upon expiry of such period; otherwise it shall be terminated by giving notice.

With the consent of the Bank, the user may at any time terminate the agreement with immediate effect by giving a written notice. The user may at any time terminate the agreement by giving a one month's written notice.

The Bank may terminate the agreement concluded for an indefinite period of time by giving a two month's notice. The Bank shall notify the user in writing of the termination. In case of termination of the agreement, the user shall fully settle all of his obligations under the agreement incurred until the day of termination of the agreement.

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

In case of termination of the agreement, the user shall pay to the Bank only a pro-rata share of the fees, charged for a fixed period of time, relating to the period until the termination of the agreement. If such fees are paid in advance, the Bank shall refund to the user the pro-rata share of the fees paid.

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 12 months, or for an indefinite period of time, after 12 months following the signing of the agreement.

The Bank may terminate the agreement by giving a general two month's written 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 described in detail in the agreement.

The agreement may also be terminated, if no transactions or funds have been in the account in the preceding 12 months, and on the basis of statutory measures and decisions issued by the government and court authorities.

## 12. Exclusion of the application of provisions of ZPlaSS for entrepreneurs, individuals and legal entities

The Bank and the user may subsequently agree on the possibility of the exclusion of the application of individual provisions of ZPlaSS, which they are allowed to exclude.

## 13. Amicable settlement of disputes

Any disputes, disagreements or complaints in connection with the performance of services in accordance with these General Terms and Conditions shall be amicably settled by the user and the Bank.

The user may file a complaint regarding a service rendered by the Bank in person, by post to the address of the Bank or via e-mail to info@nkbm.si. As a rule, the Bank shall respond to the user's complaint within **seven working days**. The Bank shall collect the complete documentation and shall reach a decision on the complaint within 15 days. The decision on the complaint shall be sent in a written form to the user's address.

For solving any disputes arising out of these General Terms and Conditions, which the user and the Bank may not be able to solve amicably, the local court in Maribor Bank shall have territorial jurisdiction.

## 14. Final provisions

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

- Nova KBM's Business hours schedule for payment transactions,
- Extract from the Tariff of Nova KBM for carrying out payment services under these General Terms and Conditions,
- Extract from the Cost of capital of Nova KBM, which refers to these General Terms and Conditions.

If the Bank makes any changes to these General Terms and Conditions, it shall notify the user of such changes two months before the changes come into effect, by sending the user a proposal of changes to these General Terms and Conditions. Users conducting operations via on line banking are notified through it, otherwise they are notified by post or account statements, or through any other communication channel commonly used in banking operations.

If the user does not agree with changes to the General Terms and Conditions, he may terminate the agreement concluded on the basis of these General Terms and Conditions without the period of notice and any payment of fees. The user shall terminate the agreement not later than on the day preceding the day on which the changes come into effect. If the user fails to notify the Bank of his disagreement with the changes within this period, it shall be deemed that he agrees with the changes. Should the user reject the proposed changes, but does not terminate the agreement, it is deemed that the Bank has terminated the agreement with a two month's notice, starting on the day of delivering the notification of changes.

Applicable General Terms and Conditions for payment services are published on the Bank's website and in branches of the Bank.

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

On the day of entry into force of these General Terms and Conditions, the previous general terms for maintaining current accounts cease to be valid. For agreements concluded on the basis of previous general terms for maintaining current accounts, these General Terms and Conditions shall apply as of 9 July 2014.

These General Terms and Conditions shall also be applied to all existing contractual relationships and authorized overdraft facilities.

These General Terms and Conditions shall also be applied to existing contractual relationships in relation to standing orders, direct debits and direct credits.

Provisions of the agreement applied by the Bank and the user until the enactment of these General Terms and Conditions to regulate contractual relationship in connection with the opening of the current account and carrying out of payment services, and which are contrary to the provisions of ZPlaSS, are deemed to be replaced by the provisions of ZPlaSS.

For contractual relationships and for any communication between the Bank and the user, the Slovenian language shall be used, except if agreed otherwise by the Bank and the user.

The user is entitled to request a copy of these General Terms and Conditions in paper form or on any other durable medium.

For carrying out services in accordance with these General Terms and Conditions and for their interpretation, the law of the Republic of Slovenia shall be applied.

If the user becomes aware that violation has been committed in carrying out services on the basis of these General Terms and Conditions, and such violation constitutes a breach under ZPlaSS, he is entitled to file a written application for initiating criminal proceedings. The application shall be filed with the Bank of Slovenia, which is competent for reaching decisions in respect of such violations.

These General Terms and Conditions shall be applied as of 9 July 2014.