

## Addiko Bank d.d. GENERAL TERMS AND CONDITIONS FOR TRANSACTION ACCOUNT MANAGEMENT AND PROVISION OF PAYMENT SERVICES

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### GENERAL

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These General Terms and Conditions define the Bank's and the user's rights and obligations relating to the opening and management of a Transaction Account for private individuals and the provision of payment services via the Transaction Account for private individuals opened at the Bank.

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### DEFINITIONS

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Individual terms used in these General Terms and Conditions shall have the following meaning:

**Issuer of these General Terms and Conditions** and account provider is Addiko Bank d.d., Dunajska cesta 117, 1000 Ljubljana, e-mail: info.si@addiko.com (hereinafter: Bank) which is listed on the list of banks and savings banks that have been granted a permit by the Bank of Slovenia for the provision of payment services, whereby the list is published on the website of the Bank of Slovenia. All of the Bank's branch offices with all of their respective contact details are indicated on the Bank's website which always features the latest applicable information;

**Member State** shall be a European Union Member State or a signatory country to the Agreement on the European Economic Area;

**Third Country** shall mean a country, which is not a Member State referred to in the preceding paragraph;

**User** or customer (hereinafter: User) shall be a private individual using the payment services as the payer or recipient of a payment or both, and who enters into an Agreement on the management of a Transaction Account for private individuals with the Bank (hereinafter: Agreement);

**Consumer** shall be a private individual who enters into the Agreement with the Bank for their own personal purposes and not for the purposes of gainful or professional activity, thus becoming the User of the payment services offered by the Bank;

**Authorised Person** shall be a private individual who has reached the age of majority and is authorised by the Transaction Account User in writing to dispose of the funds held on the account;

**Representative** shall be the legal representative or custodian who represents a User who has limited or no capacity to contract, which they do within the scope of a legal authorisation or authorisation granted by way of a decision of the competent authority;

**Non-resident** shall be a private individual with permanent residence abroad and not holding a residence permit for residing in the Republic of Slovenia issued for no less than six months, i.e. irrespective of their citizenship, meaning they may also be a Slovenian citizen. A foreigner with permanent residence in the Republic of Slovenia or residence permit for residing in the Republic of Slovenia issued for no less 6 months and not a citizen of the Republic of Slovenia shall be deemed to be a resident;

**Payer** shall be a legal entity or private individual issuing a payment order for the execution of a payment transaction or providing consent for the execution of a payment order issued by the payment recipient;

**Payment Recipient** shall be a private individual or legal entity that is the foreseen recipient of funds that were the subject of the payment transaction;

**Transaction Account** shall be a payment account opened and managed by the Bank for the User for the purpose of executing payment transactions as well as for other purposes associated with the provision of banking services for the User (hereinafter: Account);

**Basic Payment Account** shall be a payment account opened and managed by the Bank for the User for the following purposes:

- services involving the depositing of funds into the payment account;
- services enabling the withdrawal of cash from the payment account in the EU at the bank counter or the ATM during the Bank's business hours and outside said hours;
- execution of domestic and cross-border direct debit transactions;
- execution of domestic and cross-border payment transactions using the debit card, including online payments;
- execution of domestic and cross-border credit payments, including standing orders, payments via terminals, bank counters and the Bank's online services.

**Payment Service** shall include: Account management and maintaining the account, depositing of funds into the Account, cash withdrawal from the Account, execution of payment transactions to the debit or credit of the Account, execution of payment transactions where the funds are provided through the approval of a loan to the User. Payment Services shall further include the execution of payment transactions by way of direct debit, payment cards or similar devices or credit payments. Payment Services offered by the Bank are defined in greater detail in these General Terms and Conditions;

**Payment Transaction** shall be the act of depositing, transferring or withdrawing funds ordered by the Payer or ordered on the former's behalf or by the Payment Recipient, whereby the execution of the Payment Transaction through the Payment Services provider is independent of the underlying obligations between the Payer and the recipient of the payment;

**Domestic Payment Transaction** shall be a Payment Transaction where the Payer's Payment Services provider and the Recipient's Payment Services provider or the sole Payment Services provider executes Payment Services for the Payer and the Payment Recipient in the territory of the Republic of Slovenia;

**Cross-border Payment Transaction** shall be a Payment Transaction where the Payer's Payment Services provider and the Recipient's Payment Services provider execute Payment Services for the Payer or the Payment Recipient in the territories of various Member States. A Payment

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Transaction is also deemed to be executed across borders if the same Payment Services provider executes Payment Services for the Payer in one Member State and in another member State for the Payment Recipient;

**Other Payment Transactions** shall be transactions that are executed:

- in the currency of a third country if the Payment Transaction is executed through a transfer of funds between a bank that executes Payment Services in the territory of the Republic of Slovenia and another bank that executes Payment Services in the territory of the Republic of Slovenia, whereby the transfer is executed in the territory of another Member State or third country; or
- in euros or another currency of a Member State if the Payment Transaction is executed through a transfer of funds between a bank that renders Payment Services in the territory of the Republic of Slovenia and another bank that renders Payment Services in the territory of a third country;

**Payment Order** shall be an order of the Payer or Payment Recipient to their respective Payment Services provider, by way of which they order the execution of a Payment Transaction;

**Direct Debit** shall be a Payment Service whereby the Payment Recipient orders - based on the Payer's consent - a Payment Transaction to the debit of the Payer's payment account;

**Credit Payment** shall be a Payment Service where the Payer orders their Payment Services provider to execute an individual Payment Transaction or several Payment Transactions, including a standing order, i.e. from their own payment account and to the credit of the Payment Recipient's payment account;

**Payment Instrument** shall mean any device or set of procedures or both that are agreed between an individual User and their Bank and which are associated exclusively with the said User and used for ordering a Payment Order (such as: debit cards, payment cards, e-bank);

**Value Date** shall be the day when the Bank approves or debits the Account and which is taken into account when accounting interest;

**Business Day** shall be the day when the Payer's or Recipient's bank that participates in the execution of the Payment Transaction is open for business by enabling the execution of Payment Transactions to its user;

**Unique Identifier** shall mean a combination of numbers, letters and symbols (e.g.: Account number) that is used for unambiguous identification of the User and their Account;

**IBAN and BIC** - IBAN (International Bank Account Number) and BIC (Bank Identifier Code (SWIFT)) are the only permitted designations of Accounts and banks in transactions for Domestic and Cross-border Payments. In order to identify the Payment Recipient's account, the Payer must provide their bank with the Payment Recipient's IBAN, unless otherwise agreed with the Bank;

**ZPlaSIED** shall be the abbreviation used in these General Terms and Conditions and shall stand for the Payment Services, Services of Issuing Electronic Money and Payment Systems Act;

**Overdraft or Overdraft Facility (Regular or Extraordinary)** shall mean an allowed negative balance (the customer may borrow money when there is no money left on the Account) on the Account, the amount of which

is agreed between the User and the Bank based on the User's written application;

**Reference Interest Rate** shall be the prescribed interest rate for default interest as laid down in the Statutory Default Interest Rate Act;

**Addiko E-Bank** shall be the Bank's online banking service;

**Addiko Mobile** shall be the Bank's mobile banking service;

**E-bank** shall be the common term used for the Bank's online and mobile banking service;

**Mobile Device** is User's Android, iOS or HarmonyOS. device that allows installation and use of Addiko Mobile Slovenia.

**SMS notification** is a short message service that is sent to the via mobile signal.

**Push notification** is a short message service that is sent to the holder via the Addiko Mobile application loaded on the user's mobile device.

**Debit Card** shall be a card Payment Instrument, by way of which the User orders a Payment Transaction from their Transaction Account or the Transaction Account, for which the User is authorised;

**PIN** is a Personal Identification Number, for identifying the debit card user when withdrawing cash at an ATM or replaces the user's signature when paying for services at a point of sale, which is properly equipped, and to add the card to the service or account Rekono;

**Contactless Payments** are payments where a card user taps the card on the POS terminal or ATM. Such transactions are possible if the card and the POS terminal or ATM are marked with the contactless transaction logo. The PIN number does not need to be entered in case of contactless transactions up to a certain amount of the purchase on POS terminals. The amount that does not require PIN entry for contactless transactions may vary depending on the country. PIN entry is always required at ATMs;

**Contactless Debit Card** is Debit Card, by way of which the user orders a Payment Transaction from its Transaction Account or from the Transaction Account, for which it is authorised, even at online points of sale, and which allows contactless transactions;

**Automatic Cash Deposit** shall be a cash deposit executed by the card User on a suitably equipped ATM of the Bank;

**OFAC** is the U.S. Office for Foreign Assets Control. In order to prevent money laundering and terrorism financing, the US implements programmes that involve the publishing of a list of countries as well as legal entities and private individuals (i.e. OFAC lists), with which/whom it is prohibited to enter into business relationships. It shall also be prohibited to execute transactions to the debit or credit of said entities/persons or entities/persons with headquarters or address in the countries indicated on such lists;

**FATCA** is the Foreign Accounts Tax Compliance Act. FATCA is a U.S. act, the purpose of which is to prevent tax evasion by U.S. taxable persons arising from assets held or invested in financial accounts or financial institutions outside the U.S.

**Biometric data** are data of an individual's physical characteristics, such as fingerprint, facial features, corneal properties, which the mobile device, if possible, captures with the help of built-in sensors and can represent an additional authentication method. Biometric data are stored only on a mobile device and the Bank does not have access to them.

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**Secure online shopping** is the term that refers to online shopping at merchants that are using Mastercard SecureCode or Mastercard Identity Check service;

**Rekono service** is used for authentication of transactions in new generation of secure online shopping service (also called 3D Secure). Each card user must create a Rekono user account. With this user creates/acquires Rekono's digital identity;

**User's verification data** refers to user's personal security elements (one-time passwords, personal passwords, biometric data, personal messages and similar elements) used by the user to authorise payment transaction;

**Periodic review** is a mandatory review of customer's data including the purpose and intended nature of the business relationship.

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## USE AND PROTECTION OF PERSONAL DATA

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Addiko Bank d.d. shall process, store and safeguard your personal data in accordance with relevant data protection legislation, the EU General Data Protection Regulation (Regulation (EU) 2016/679 - GDPR) and its own internal rules, for the performance of its contractual relationship with you and in accordance with your consent for the processing of personal data for the purposes of marketing, provided such consent has been given. Detailed information on how the Bank treats your personal data is available at [www.addiko.si/varstvo-podatkov](http://www.addiko.si/varstvo-podatkov) and in the document "General information on data protection".

The above link and the document "General information on data protection" includes important information regarding the processing of your personal data, as well as all relevant contact information, through which you may exercise your rights regarding personal data protection.

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## TRANSACTION ACCOUNT OPENING

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The legal relationship between the Bank and the User is created on the date the Agreement is signed.

The Bank opens an Account for the User provided the latter meets all of the requirements and conditions outlined below:

- they submit a written request for Account opening;
- they submit the documentation that enables the identification of the User and/or Representative as well as the Persons Authorised for the disposal of funds on the Account in accordance with the regulations applicable at any relevant time, including the provisions of the act governing the prevention of money laundering and terrorism financing; and
- they submit all of the necessary data for the keeping of the account register, other documentation in accordance with the applicable regulations and the eventual other documentation required by the Bank;
- pursuant to the provisions of the FATCA, the Transaction Account User shall at the invitation of the Bank be obliged to submit a position statement on whether they are a U.S. taxable person or whether they meet the criteria (e.g. country of birth, residence address, telephone No.) that indicate that they could be such a person and are therefore defined as a FATCA-relevant person. If they are a FATCA-relevant person, they shall be obliged to deliver - by the set deadline - a filled in relevant prescribed form by way of which they declare their FATCA status and enable the Bank to report to the tax authorities correspondingly;

- they submit other documentation in accordance with the applicable regulations and eventual other documentation required by the Bank;

The request for Account opening shall be submitted for a minor up to the age of 18 years old and a person without the capacity to contract by the legal representative who is also the signatory to the Agreement. The provision shall not apply when the Account is being opened by a minor older than 15 years of age who is in an employment relationship on a full-time basis.

The Bank shall no later than within five Business Days after receiving the request for Account opening and the complete required documentation either approve or reject the application. The Bank shall not be obliged to clarify the reasons for rejecting the request for Account opening.

The Bank shall either approve or reject the opening of a Basic Payment Account no later than within ten Business Days after receiving a complete application for the opening of a Basic Payment Account. The Bank may reject the opening of a Basic Payment Account only for reasons stipulated by the act governing Payment Services that is applicable at any relevant time, of which it shall notify the Consumer in writing by stating the reason for the rejection as well as the legal caution on the right to and procedure of out-of-court dispute settlement as well as the right of the Consumer to notify the Bank of Slovenia of the rejection of the application for Account opening.

The User may begin to do business via the Account on the first Business Day after the conclusion of the Agreement.

The Bank shall conclude one Agreement per Account with the User, whereby the Account shall be used for the management of both euros and foreign currencies listed in the Bank's exchange rate list.

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## ACCOUNT MANAGEMENT

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The Bank undertakes to execute Payment Services for the User via the Account in accordance with these General Terms and Conditions, the Agreement and the legislation applicable at any relevant time.

The user of the account undertakes not to violate regulations regarding prevention of money laundering and financing of terrorism, to provide the bank with all necessary information about the activity/employment, purpose and intended nature of the contractual relationship with the bank, and to conduct business in accordance with the intended purpose and nature for which the user entered into an Agreement on the management of a Transaction Account.

A positive account balance shall be a sight money deposit held with the Bank that manages the Account.

Disposal of the funds on the Account shall be unlimited within the limits of the available funds, with the exception of cases when compulsory regulations or these General Terms and Conditions stipulate otherwise.

The Bank manages the Account and executes Payment Transactions in euros and other foreign currencies listed on the Bank's exchange rate list. In order to perform non-cash Payment Transactions, the User may purchase foreign currencies at the Bank's exchange rate applicable at any relevant time. Deposits and cash withdrawals that may be performed by the User at the Bank's branch offices shall

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only be possible in the following foreign currencies: USD, CHF, GBP, HRK and BAM.

Upon opening the Account or at a later date, the User may authorise persons who are of the age of majority and private individuals who possess the capacity to contract for the disposal of Account funds. The Bank shall accept a written authorisation provided it was made in the presence of a Bank's employee as the User must otherwise deliver a certified authorisation to the Bank. An Authorised Person may access and dispose of the funds on the User's Account via all business channels offered by the Bank. If Authorised Persons use the Addiko E-Bank and Addiko Mobile, the authorisation shall automatically provide them with the option of accessing and disposing of the User's Account via the said two services.

The authorisation may not relate to the right to the further granting of authorisations and the closure of the Account. The responsibility for the Authorised Persons' Payment Transaction via the Account shall be borne by the Account User. An Authorised Person may neither request an Overdraft Facility on the Account nor the issue of a payment card, credit card or an instalment credit card. The Authorised Person must deposit their signature with the Bank. The authorisation shall apply until revocation, closure of the Account or the death of the User or Authorised Person. The User shall be obliged to brief the eventual Persons Authorised on their Account with these General Terms and Conditions.

The Representative who represents a User with limited or no capacity to contract within the scope of the legal authorisation or authorisation granted by way of a decision of the competent authority may not authorise a third party for the disposal of Account funds. In the event of death of the legal Representative - one of the parents, the right of disposal of the Authorised Person - the other parent, shall not expire. If the other parent is not authorised on the application, they shall acquire the right of disposal based on a certificate issued by a Social Work Centre. They shall in such an event become the new legal Representative.

Only the heirs may dispose of the funds of a deceased User, i.e. based on the final decree of distribution, which is why the Bank shall block the User's Account in the period from the reception of the notice on the User's death until the reception of a final decree of distribution.

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## EXECUTION OF PAYMENT ORDERS AND NOTIFICATION OF USERS

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### Reception of a Payment Order

The Bank shall execute a Payment Order in accordance with the Bank's schedule, provided the following conditions have been met:

- the Bank receives a Payment Order and funds are available for its execution;
- the Payment Order in paper form is filled in legibly and completely (without corrections), including all of the required Payment Order data, and the Payment Order has been signed;
- the Payment Order submitted in electronic format features all of the required data;
- there are no legal obstacles to the execution of the Payment Order;

The User may submit a Payment Order in paper form in person at the bank counter or in electronic format via the E-bank, at suitably equipped ATMs or in a suitable manner via a payment order services provider.

### The Bank shall be deemed to have received the Payment Order:

- in the event of the submission of an electronic Payment Order, when the Payment Order arrives successfully in the Bank's system;
- in the event of the submission in person of a Payment Order in paper form, when the Payment Order is handed over to the competent employee of the Bank.

The Bank shall exercise equal treatment of the Payments that it receives successfully from the User's payment order services provider, unless different treatment is required for objective reasons.

In case of Payment Orders with no special instructions from the User, the Bank shall use its best judgement to determine the method of execution to the benefit of the User. The reception of the Payment Order shall not mean that third parties have obtained any rights vis-à-vis the Bank.

If the User submits an incorrect Unique Identifier on the Payment Order to the Bank, the Bank shall not be liable to the User for not executing the Payment Transaction or for executing it incorrectly.

If the User submits other data to the Bank in addition to the Unique Identifier or other data required by the Bank for the execution of the Payment Order, the Bank shall only be responsible for executing the Payment Transaction in accordance with the Unique Identifier submitted by the User.

The User shall be responsible for the correctness and completeness of the data on the Payment Order.

The User shall be obliged to provide the Bank with information on the Payment Order regarding the purpose of the payment and the correct payment purpose code which represents an additional identification of the payment that in turn makes it easier for the Payment Recipient and their Bank to identify the payment and route it correctly to the Account.

The Bank assumes no responsibility for unsuitable treatment of the Payment Transaction if the Payer indicates a Payment Transaction purpose code on the Payment Order which does not correspond with the actual purpose of the Payment Transaction.

If the Payer presents a Payment Order in paper form to the Bank for execution whereby the OCR line or QR code are filled in, the Bank may communicate only the data contained in the OCR line or the QR code to the Recipient and their Bank. The Bank shall not be obliged to verify whether the record in the OCR line or QR code corresponds with the other data in the Payment Order.

The User may pay Payment Orders, which are issued by domestic issuers and feature a QR code, at suitably equipped ATMs. The Bank shall debit the User's Transaction Account for the amount of the Payment Order submitted at an ATM as soon as the Payment Order is submitted at the ATM, while the Bank shall effect payment to the Recipient's Account in accordance with the Bank's schedule. A user may pay Payment Orders using the Contactless Debit Card only at suitably equipped ATMs of the Bank.

If the Payment Order features a future execution date, the Bank shall verify the conditions for the execution of the Payment Order on said day, with the exception of payments when the Payment Recipient's Payment Services provider has its registered office outside the territory of the

Republic of Slovenia and the Bank receives the Payment Order up to two Business Days prior to the Payment Order Value Date.

The Bank shall execute the Payment Orders subject to the time of reception of the Payment Order. In doing so, the Bank shall take into account the priorities laid down by the law.

Absent the User's consent, the Bank shall only effect a payment based on an executable enforcement order issued by a court, executable enforcement order or debt enforcement order issued by the tax authority or an executable order on the seizure of Account funds issued by another state authority.

In the event of insufficient funds on the Account for the execution of a Payment Order in the currency indicated in the Payment Order, the Bank shall:

- in the event of Domestic and Cross-border Payment Transactions in EUR does not perform the conversion of available other currencies and shall not execute the Payment Order;
- in the event of Other Payment Transactions and Domestic and Cross-border Transactions that are not denominated in the EUR currency perform the conversion of other available currencies according to the Bank's exchange rate applicable on the day of the reception of the Payment Order.

## Rejection of a Payment Order

The Bank may reject the execution of the Payment Order unless all of the conditions for the execution of the Payment Order as stipulated in these General Terms and Conditions have been met, or if it suspects possible abuse, fraud, scam, or other unusual transactions and/or the authenticity of such transactions cannot be immediately verified and confirmed. The Bank shall notify the User of the rejection (whereas it shall notify the User of the reasons for the rejection and the procedure for the elimination of errors that caused the rejection only at the User's special request) unless this is prohibited by other regulations.

The Bank shall send or make available the notification referred to in the first paragraph of this Article to the User at the first opportunity for doing so, but not later than by the deadlines stipulated for the execution of the Payment Order in the Bank schedule that is annexed to these General Terms and Conditions.

## Revocation of a Payment Order

The Payer may revoke the Payment Order at any time by withdrawing their consent for the execution of the Payment Transaction or a set of Payment Transactions. The User may withdraw their consent by requesting the return of the Payment Order, by revoking it via the E-Bank or by revoking the standing order or Direct Debit authorisation. Every Payment Transaction executed after the revocation shall be deemed to be an unapproved Payment Transaction.

Notwithstanding the above, the Payer may not revoke a Payment Order after the Payment Order for the execution of the Payment Transaction has become irrevocable, meaning that it had been accepted by the Bank.

When the User confirms the execution of the Payment Order at an ATM, the User may no longer revoke the Payment Order.

If a Payment Transaction is ordered by a payment order services provider, the Payment Recipient or the Payer via the Payment Recipient, the Payer may not revoke the Payment Order after having given their consent to the payment order services provider for ordering the Payment Transaction or after having given consent for the execution of the Payment Transaction to the credit of the Payment Recipient.

Notwithstanding the preceding paragraph and in the event of the Payment Transaction being ordered by the Payment Recipient using Direct Debit, the Payer may revoke the Payment Order ordered by the Payment Recipient, i.e. by the end of the Business Day prior to the agreed date of debiting of the Payer's Account.

If a future execution date is indicated in the Payment Order, the Payer may revoke the Payment Order no later than by the end of the Business Day prior to the day agreed as the commencement of the execution of the Payment Order.

## Disposal of Account Funds

The Payment Recipient may dispose of the funds on their Account:

(i) when the amount of the Payment Transaction is approved on their Account in accordance with the Bank's Payment Transaction execution schedule and no currency conversion is performed at the Bank or a conversion between euros and the currency of the Member State or between the currencies of two Member States is performed at the Bank and (ii) when the Bank receives all of the required information for approving their Account.

If the day when the funds are approved on the account of the Recipient's bank is not its business day or if the funds are in the account of the Recipient's bank after the time indicated in the Bank's schedule, it shall be deemed for the purposes of the first paragraph of this point that the Recipient's bank has received the funds for the Payment Recipient on the first following Business Day.

An incorrect posting of the debiting or crediting of the Account without the User's order, which does not result from the mistake or errors on the part of the Bank or its external contractors, may be reversed by the Bank with an opposite posting so that the Account balance is unchanged. The Bank shall notify the User thereof by way of a bank statement sent in the agreed manner.

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## ADDITIONAL SERVICES ASSOCIATED WITH THE TRANSACTION ACCOUNT

The condition for additional services associated to the Transaction Account and / or for their further use when contact information is changed is that the User / Authorised Person / Representative confirm their mobile phone number and email address. Confirmation is carried out in accordance with the instructions received on the mobile phone number or email address of the User / Authorised Person / Representative.

The User / Authorised Person / Representative is obliged to notify the Bank on the phone +386 (0)1 58 04 228 or svesalci.si@addiko.com, if they do not receive a confirmation email or SMS within 6 hours.

## Debit Card

After opening the Account, the Bank issues a card and PIN to the User and their eventual Authorised Persons provided

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they are entitled to such under the Agreement. The Bank sends the card to the user by regular mail, and the PIN to the user's mobile phone number via SMS message or registered mail. The user accepts the PIN via SMS message in accordance with the instructions he receives when receiving the card. In the event that the user to whom the PIN was sent via SMS message does not pick PIN up within the period specified upon receipt of the card, User must order a new one, which the Bank charges in accordance with the currently valid Price List. The User activates the card by purchasing or withdrawing cash at an ATM by inserting it into the POS or ATM terminal slot for the first time and entering the corresponding PIN. The User is deemed to have received both (card and PIN) if they were sent to the User to their last known address or mobile phone number communicated to the Bank. The Bank does not assume any responsibility in the event of an incorrect or invalid mobile phone number or address.

If an unaccepted card is returned to the Bank, the card User may collect it at the Account-managing branch office within 90 days of the last day of the month in which it was first sent. After the lapse of 90 days, the Bank shall cancel and destroy the card. The User may order a new card at any time. The fee for the repeated production of the card shall be charged in accordance with the price list applicable at any relevant time.

If the name and/or surname of the User or their Authorised Person is changed, the Bank replaces the existing card with a new card. The Bank shall charge for the issue of a new card in accordance with the price list applicable at any relevant time.

The User shall sign the card with a permanent pen immediately after receiving it. An unsigned card shall be invalid. The card shall be valid until the last day of the month in the year indicated on the card and shall be automatically renewed provided the card User meets all of their obligations in accordance with these General Terms and Conditions and the Agreement.

The User shall not lend the card to anyone or allow its use to third parties, as the card is not transferrable. It may only be used by the card User, i.e. for identification at the bank counter in conjunction with a valid personal ID document and for cashless payments at points of sale (POS terminals) as well as for ATM services at home and abroad - all within the limits of the available funds. Contactless Debit Cards can also be used for purchases at online points of sale. The Bank assumes no responsibility for cases when a point of sale or ATM does not accept the card.

For contactless payments at POS terminals, it is not necessary to enter a PIN number up to a certain purchase amount. The amount up to which contactless payment is possible without entering a PIN may be determined differently for each country. At ATMs, entering a PIN number is always mandatory.

The User may not use the card for illegal purposes, including purchase of goods and services prohibited by Slovenian law and prohibited by the law of the country in which the card is used.

The User must use the card in accordance with these General Terms and Conditions. The User shall be obliged to store and safeguard the card with the due diligence of a good businessman so as to prevent loss, theft or unauthorised use of the card and access to the PIN. If PIN is distributed via mail the user shall be obliged to memorise

the PIN and to destroy the notice with the PIN immediately. If PIN is sent via an SMS message, the User is obliged to remember it after receiving the SMS message with the PIN, and to delete the SMS message with the PIN from the mobile device. They must not disclose PIN to anyone or keep it together with the card or write it on the Card. The User shall be responsible for any and all consequences of PIN abuse. The User shall also be obliged to ensure that all procedures with the card at points of sale are carried out in their presence and under their supervision, as they shall otherwise be responsible for anything to the contrary. The User must not leave the card or the card together with other valuable items, such as kept in a wallet or purse, in a visible place, for example in a car, or unattended, for example on a hanger in public places. The Bank shall not be responsible for any misuse of the card at point of sale. In case of an online purchase, catalogue sales, telephone sales or sales via other technical means, the user is obliged to save the entire documentation proving its order of goods or services, for the purpose of eventual resolution of disputes regarding the delivery and quality of the goods and/or services with the point of sale, and must submit the documentation to the Bank at its request.

In case of activation of use of biometric data for access to the mobile device, for access to the mobile application, as well as for confirmation of transactions, where possible, user must store and use only his/hers own biometric data on mobile device. Otherwise, user is solely responsible for any damage resulting from possible misuse. Bank assumes no responsibility for any damage resulting from possible misuse as a result of non-compliance with instructions related to use of biometric data set out in these General Terms and Conditions.

The User must secure access to mobile device with a password or other appropriate protection and must never leave mobile device unattended.

The User shall have the right to cancel the renewal of the card by way of a written request which the Bank must receive no later than 60 days prior to the expiry of the card's validity or prior to the annual account of the membership fee. Otherwise the User shall bear all of the costs associated with the renewal of the basic or eventual additional cards.

The User shall immediately report loss, theft or abuse of the card to the call centre at the telephone number +386 (0)1 58 34 183 or shall do so at the Bank's nearest branch office. The card holder shall be obliged to confirm the telephone notification in writing and to do so within five Business Days of the report. The Bank shall revoke the card as at the day of the written or telephone notification regarding the loss, theft or abuse of the card. In case of theft or abuse or the suspicion thereof, the User must report this at the nearest Police station. The Bank shall charge for the issue of a new card in accordance with the price list applicable at any relevant time. In case the card is lost or stolen several times, the Bank may refuse re-issuing the card. If the card is abused with the consent of the User or in the event of an unapproved Payment Transaction resulting from fraud, intent or gross negligence on the part of the User, the latter shall be liable for any damages and costs resulting from such use of the card.

In the event of an unapproved Payment Transaction resulting from a stolen, lost or abused Payment Instrument, the damages resulting until the reception of the User's notification shall be covered by the User, i.e. up to the maximum amount of EUR 50. In the event of an unapproved

Payment Transaction resulting from fraud, intent or gross negligence on the part of the User, the complete damages shall be covered by the User.

The Bank shall have the right but not the obligation to carry out a preventative blocking of the card when carrying out operation security measures (e.g.: if there are reasons that indicate potential abuse of the card or card data theft, i.e. "skimming", etc.). The Bank shall notify the User of the card blocking in writing, by telephone, in an SMS message or via e-mail and issue a new card in such cases at no expense.

In order to prevent fraud and abuse, the Bank can verify the authenticity of transactions. If it suspects an unusual transaction and its credibility cannot be immediately verified and confirmed, the Bank may reject the suspicious transaction and temporarily block the card. The User is informed about the rejection of the suspicious transaction and the temporary blocking of the card by SMS message or by a call to the User's mobile phone. In this case, the User can:

1. in accordance with the instructions in the received SMS message about the detected suspicious transaction, forward a return SMS message with the data for releasing the card;
2. calls the telephone number of the processing center +386 (0)1 58 34 179 and, based on the appropriate identification, releases the card and/or obtains permission to carry out the blocked transaction at the agreed point of sale.

The Bank is not liable for damages in the event that, based on detected abuse, Bank blocks the card and/or refuses the transaction, and the User, despite notification of the abuse, requests that the card be reactivated or that the transaction be carried out. In this case, the User covers the entire loss of amounts.

The Bank may at any time and at the cost of the User temporarily (partially or completely) limit the use of the Account, Debit Cards, E-Bank or other issued cards or refuse re-issuing any of the cards in the following cases:

- when the User is a FATCA-relevant person and does not submit a filled in required form to the Bank;
- when the User is placed on the OFAC list.

In the event the Account is blocked because of an enforcement order, order to secure a claim or other compulsory measure against the funds on the Account issued by a court, the Financial Administration of the Republic of Slovenia (FURS) or another competent body, the Bank shall limit the possibility of use of their card or the cards of eventual Authorised Persons and specifically notify the Account holder thereof because the assumption is that the Account holder has been briefed on the reception of the relevant order and that the result of the blocking of the Account as a result of the reception of the relevant order is also the blocking of all cards.

If the Account is closed for any reason whatsoever, the Account holder shall be obliged to return all of the issued cards to the Bank.

The liabilities arising from card operations at home and/or abroad shall be settled in the domestic currency (EUR).

In case of liabilities arising in foreign currencies, for which there is a direct exchange rate for translation into euros (EUR) in the international Mastercard system, the amount of the payment shall be translated from the local currency into euros (EUR) at the buy rate applicable as at the date

of the processing of the transaction in the international Mastercard system and at the exchange rate stipulated by the international Mastercard system.

In case of liabilities arising in foreign currencies, for which there is no direct exchange rate for translation between the local currency and euro (EUR) in the international Mastercard system, the amount shall first be translated from the local currency into USD at the buy rate and then into EUR as at the date of the processing of the transaction in the international Mastercard system and at the exchange rate stipulated by the international Mastercard system (date of authorisation and date of processing of the transaction/financial transaction are usually different).

## Automatic Cash Deposit

The Bank enables the performance of the Automatic Cash Deposit service in euros only at its own ATMs.

In case of deposited cash that is not withheld, the Transaction Account is approved immediately after the successfully performed Automatic Cash Deposit. The User is informed of the performed Automatic Cash Deposit on a printed certificate of executed transaction.

Upon Automatic Cash Deposits of euro banknotes, the ATM performs a control of the authenticity of said banknotes. If the ATM detects that any of the banknotes are forged, it shall withhold them, of which the User shall be notified with a display on the screen and on the printed certificate of the executed Automatic Cash Deposit, which shall state the number of withheld banknotes.

The Bank may - after approving the amount of cash on the Transaction Account - verify the authenticity of the deposited banknotes. If it is found in doing so that the banknotes are not authentic, the Bank may debit the Transaction Account for the amount of the unauthentic banknotes.

If an enforcement order, order to secure a claim or order of other compulsory measures against the funds on the Account issued by a court, the Financial Administration of the Republic of Slovenia (FURS) or another competent body is issued at the time of the Automatic Cash Deposit, the Bank shall prevent the User from disposing of the funds on the Account (in the amount indicated in the order) and proceed in accordance with the operative part of the order. In doing so, the Bank shall act in accordance with the regulations governing the performance of compulsory enforcement and security as well as the regulations governing Payment Services.

## Regular Overdraft

A Regular Overdraft Facility is the amount of the permitted overdraft of the funds on the Account that was approved to the User by the Bank based on the submitted application for a Regular Overdraft Facility. The User shall be informed of the amount of the approved Regular Overdraft Facility in a regular monthly bank statement. The User must receive inflows from a salary or pension to their Transaction Account throughout the period of the Regular Overdraft Facility.

The Bank shall have the right to lower the approved amount of the Regular Overdraft Facility in accordance with its business policy if it finds during the validity of the Regular Overdraft Facility that the holder is receiving lower inflows to their Transaction Account than they did upon the approval of the Regular Overdraft Facility.

The Bank shall inform the User of the lowering of the Regular Overdraft Facility in writing and in the agreed manner, which it shall do 1 month prior to the intended lowering.

A User who holds several Accounts may only have the Regular Overdraft Facility on one Account.

The Account User must immediately settle the eventual debt to the Bank that results from the lowering of the Overdraft Facility or of the Bank closing the User's Account. The Bank shall charge statutory default interest to the User up until the final settlement of the debt.

## Extraordinary Overdraft

The User may request an Extraordinary Overdraft Facility on their Account based on a written application for the approval of an Extraordinary Overdraft Facility that may be renewed automatically if the User so elects and provided it was approved for a period of 12 months or more and provided the User meets the conditions for Extraordinary Overdraft Facility renewal upon such renewal. They must submit the application at any of the Bank's branch offices, while they may submit an order via the E-bank for information on the possibility of approval of an Extraordinary Overdraft Facility on the Transaction Account. If the User decides on the option of automatic renewal of the Extraordinary Overdraft Facility or when the automatic renewal of the Overdraft Facility was not approved after prior consideration, but the User still wishes to continue to use the Overdraft Facility, they must submit a new written application for the approval of the Extraordinary Overdraft Facility at least one month prior to the expiry of the period, for which the existing Extraordinary Overdraft Facility was approved.

The approval of the Extraordinary Overdraft Facility depends on the type of Account and the amount of regular monthly inflows from the salary or pension in euros. The Extraordinary Overdraft Facility is only possible in euros.

The Bank shall consider each application on a case-by-case basis and shall either reject or approve the Extraordinary Overdraft Facility for any amount up to the requested amount as well as for a period shorter than the one requested, whereby it shall not be obliged to provide grounds for its decision. An approved application shall together with these General Terms and Conditions be deemed to represent a concluded agreement on the approval of the Extraordinary Overdraft Facility. Upon the first approval of the Extraordinary Overdraft Facility and upon each eventual renewal thereafter, the Bank shall have the right to conclude insurance on behalf of the User and for its own account, whereby the User expressly agrees with the same.

The Bank shall inform the User of the approved amount of the Extraordinary Overdraft Facility and the period of validity by way of a regular monthly bank statement, whereas the User shall be able to see this information in the E-Bank immediately following approval. In the event of the application for the approval of the Extraordinary Overdraft Facility being rejected, the Bank shall inform the User thereof in writing within 15 Business Days of the reception of the complete application for the approval of the Extraordinary Overdraft Facility.

The Bank shall directly debit the User's Account for the costs of approval of the Extraordinary Overdraft Facility, i.e. for the amount laid down in the Bank's price list

applicable at any relevant time as well as for the costs of insurance. The Bank shall charge interest on the drawn Extraordinary Overdraft Facility to the User on a monthly basis.

The Bank shall debit the Account subject to the User's orders and only up to the amount of the approved Extraordinary Overdraft Facility.

The Account User must immediately settle an eventual debt owed to the Bank after the expiry of the period, for which the Extraordinary Overdraft Facility was approved, i.e. on the day of the expiry of the period, unless automatic renewal of the Extraordinary Overdraft Facility had been approved or unless the User meets the conditions for renewal or if the Bank closes the User's Account. The Bank shall charge statutory default interest to the User up until the final settlement of the debt.

The User is aware that the Account balance may also be exceeded by an Authorised Person.

If the User wishes to change the amount of the Extraordinary Overdraft Facility or the period of validity of the same, they must complete a new application.

## Limitation of the Use of the Account and Cancellation of the Overdraft Facility

The Bank shall have the right to limit the User's options of using the Account or to immediately cancel the User's regular or Extraordinary Overdraft Facility if:

- the User acts in contravention of these General Terms and Conditions, the Agreement on the Opening and Management of the Transaction Account or the commitments undertaken in the application for the regular or Extraordinary Overdraft Facility;
- the User exceeds the allowed Transaction Account overdraft;
- the User has unsettled liabilities to the Bank under any agreement concluded with the Bank;
- the User has not been doing business via the Transaction Account for more than three months or has not received any inflows into the Transaction Account from the salary or pension for more than three consecutive months;
- the User exhibits poor operations and the Bank arrives at the assessment that circumstances exist that justify the assumption that the User shall not be able to settle their liabilities in accordance with these General Terms and Conditions, or insolvency proceedings have been instituted against the User;
- the Bank receives a notification on the User's death;
- the Bank blocks the User's Transaction Account because of an enforcement order or other order issued by a competent authority;
- the User fails to provide adequate security after been invited to do so by the Bank.

The Bank shall inform the User in writing of the cancellation of the Overdraft Facility. The cancellation shall take effect as of the day of the notification being delivered to the post office for dispatch.

The User shall upon the cancellation of the Overdraft Facility be obliged to immediately settle the eventual debt owed to the Bank as a result of an exceeded Transaction Account overdraft, which includes all of the costs and interest.



## SMS, E-mail and Push Notifications

The Bank shall provide the Account holder or their eventual Authorised Persons with the service of reception of E-mail notifications or SMS or Push notifications regarding:

- Account inflows;
- Account outflows;
- available Account balance.

In view of the above, the User may choose from among the following notification reception options:

- daily (at the selected time on a selected day) or
- weekly (on a selected day of the week and at a certain time) or
- monthly (on the selected day; from the 1st to the 28th day of the month);
- unsuccessful execution of a payment via the Addiko E-Bank;
- rejected SEPA Direct Debit;
- maturity of deposit or savings agreements (the User receives the notification 5 days prior to the maturity of a deposit or savings agreement) and
- reception of E-invoice.

In addition to the notifications listed in the preceding paragraph, the Bank shall provide Users using the Addiko E-Bank with the service of reception of E-mail notifications about events of access to the Addiko E-Bank (the User receives the date and time of the access).

In order to start using, change or unsubscribe from the SMS and E-mail notification service, the User must fill in the form that is available in any of the Bank's branch offices or in the Addiko E-Bank in the tab Settings - Setting.

If the User registers Push notifications in Addiko Mobile, they are automatically unsubscribed from receiving SMS notifications. It is not possible to receive Push notifications and SMS notifications at the same time. If the user wants to receive SMS notifications again, he must unsubscribe from receiving Push notifications in Addiko Mobile and fill out the form " Zahtevak za prijavo, spremembo ali odjavo storitve: Prejemanje SMS obvestil o transakcijskem računu", which is available in every branch of the bank or in Addiko EBanks in the Settings - Notification tab.

Push notifications are registered, changed or unsubscribed by the user in Addiko Mobile. If the User wishes the SMS notifications to be received by the Person Authorised for their Account, they must submit an application, in which they mark this specifically, at a Bank's branch office. The Authorised Person may not themselves request the reception of SMS notifications for the Account, for which they are authorised, unless the User of said Account authorises them for this specifically. If the Account holder does not have the capacity to contract or is a minor, the right to receive SMS notifications shall be held by their Legal Representative.

SMS or Push notifications may be received by the holder for their Account, only SMS notifications can be received for another Account, of which they can dispose as an Authorised Person, provided they receive express permission for this from the holder of the other Account.

The Bank may send SMS notifications regarding the selected Account to the mobile telephone number from a range of Slovenian mobile network operators or to the agreed e-mail address. The Bank may send messages about one Account to a single telephone number or e-mail address.

The User shall be responsible for entering the correct mobile telephone number for SMS notifications or e-mail address for E-mail notifications where they wish the Bank to send SMS or E-mail notifications. The User shall be obliged to immediately notify the Bank of any changes to the data relating to the sending of SMS notifications, such as: Account number, mobile phone number, cancellation of the mobile phone number or the e-mail address.

The User shall receive the information on Debit Card Payment Transactions after each execution of a Payment Transaction with the designation AVT before the amount, which represents the reservation of funds on the Account. The Account balance shall be reduced by the reserved amount (AVT).

The Bank shall charge a monthly fee to the User for the use of the SMS or Push notification service in the amount evident from the Bank's price list of services applicable at any relevant time. The Bank shall charge the fee on every 18th day of the month and debit the User's Account by such an amount. The User shall be informed of the debiting in a regular monthly bank statement or by viewing Account transactions in the Addiko E-Bank. The Bank shall charge the fee irrespective of whether an SMS or Push notification has been successfully delivered or not.

The Bank shall cancel the SMS / E-mail / Push notification service if it receives information on the cancellation of the mobile phone number or e-mail address, closure of the Account or Account blocking for any reason whatsoever, a violation of these General Terms and Conditions, the User's death or loss of the capacity to contract, cancellation of the authorisation for the Account, unsubscription or blocking of Addiko Mobile and in the event of a violation of any other of the User's obligation vis-à-vis the Bank, at the User's request or at its own discretion.

The Bank undertakes to send the agreed notifications to the User, except in the event of force majeure or reasons on the part of the company that performs data distribution services. Force majeure shall mean any unforeseeable or exceptional circumstance or event that is outside the control of the Bank and cannot be attributed to the Bank's error or negligence.

The Bank and the User shall agree on additional services such as Addiko E-Bank, payment or instalment credit card, i.e. in a separate agreement or under special conditions applying for an individual service of the Bank.

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### Rekono service / Rekono identity

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Use of new generation Mastercard SecureCode or Mastercard Identity Check service (also called 3D Secure) is performed using the Rekono service. This means that user needs to create a Rekono user account, thus creating so called Rekono digital identity.

Rekono user account is used to log in to Rekono OnePass mobile application, in which user connects his debit Mastercard card, which enable use of Mastercard SecureCode or Mastercard Identity Check services. After successfully activating the card in Rekono OnePass mobile application, user confirms online purchases on 3D Secure merchant in Rekono OnePass application or by using the Rekono "SMS OTP" service.

For users who do not have smartphones or do not want to use Rekono OnePass mobile application, an alternative Rekono solution is available where user enters Rekono user account/identity login information and a one-time

password received in form of an SMS message in an online browser.

Instructions for setting up Rekono service and general terms and conditions of use of Rekono user account, which enables the use of Mastercard SecureCode or Mastercard Identity Check service, are available on rekono.si and addiko.si websites.

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## CONDITIONS FOR USE OF MASTERCARD SECURECODE OR MASTERCARD IDENTITY CHECK SERVICE

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When performing online transactions using cards, the Mastercard SecureCode or Mastercard Identity Check service offers better protection compared to the regular protection employing a security code (so-called CVC2) on the reverse side of the card, whereby the service additionally reduces the possibility of fraud and/or abuse.

The use of the Mastercard SecureCode or Mastercard Identity Check service is free-of-charge for the User.

When issued, card is automatically registered and ready to be used with Mastercard SecureCode or Mastercard Identity Check service, enabling instant secure online purchases at online points of sale that support this service.

The User guarantees that data sent to the Bank are correct and that he has legal right to use mobile phone number and all cards he wishes to activate for use of Mastercard SecureCode or Mastercard Identity Check service. User's participation or non-participation does not affect status of the card.

User's personal data will not be passed on to online merchant and will only be used when activating and using Mastercard SecureCode or Mastercard Identity Check service.

At every online purchase at point of sale that uses Mastercard SecureCode or Mastercard Identity Check service, user must check, that correct merchant, correct amount and correct last four (4) numbers of user's card are displayed at payment approval step. Data incompleteness or data inaccuracy at payment approval step may mean that website is compromised or fraudulent and card, authentication and personal data may be collected by fraudsters. Therefore it is necessary to cancel purchase and close web browser immediately.

The User shall be exclusively responsible for ensuring the confidentiality of the One-Time Passwords received on the mobile phone number and of other verification data that the User sends in order to use the Mastercard SecureCode or Mastercard Identity Check service, as well as the confidentiality of all activities, in which the User's verification data the User has sent or provided are used. The User agrees not to allow or transfer or sell its use or access to the Mastercard SecureCode or Mastercard Identity Check service to a third party.

The User shall be exclusively responsible for ensuring the security and confidentiality of the mobile device, on which they receive verification data. The User must store it correctly so as to prevent loss or theft and must also suitably secure it against abuse in the event of theft or loss (e.g. by locking the screen with a password, PIN, pattern or enabling biometric authentication).

The User agrees to immediately notify the Bank of any unauthorised use of verification data as well as of any other type of violation. The User acknowledges and agrees that

neither the Bank nor Mastercard shall be responsible for any loss or damage arising from the User's failure to observe these General Terms and Conditions.

The User may learn about the safe use of the cards, safe online shopping and the protection of the mobile device in publications on the Bank's website addiko.si (Varna uporaba kartic (Safe use of cards); Priporočila za varno internetno poslovanje (Recommendations for safe internet use)). The brochure also presents certain types of threats to modern means of payment such as pharming and phishing, protection against such threats and measures in case a threat is discovered.

The User undertakes not to do the following when performing online transactions, especially online transactions using the Mastercard SecureCode or Mastercard Identity Check service:

- upload, publish, send by e-mail or otherwise transfer any contents that contain computer viruses or other code, files or programs, the aim of which is to interrupt, destroy or limit the functionality of any software, hardware or telecommunication equipment used by the Mastercard SecureCode or Mastercard Identity Check service;
- send any e-mail or content, which do not relate to the use of the Mastercard SecureCode or Mastercard Identity Check service, to any website of the Mastercard SecureCode or Mastercard Identity Check service;
- modify, adapt, sub-licence, compile, sell, reverse engineer, decompile or disassemble any Mastercard SecureCode or Mastercard Identity Check website or service;
- remove notifications about any copyright, trademark or other property rights contained in the Mastercard SecureCode or Mastercard Identity Check service;
- publish partial or complete mapped or linked websites of the Mastercard SecureCode or Mastercard Identity Check service on a part or on a complete other website without the prior written authorisation from the Mastercard system;
- use any computer robot, crawler or other application for searching and retrieval of information or other manual or automated device or procedures for querying, indexing, data mining or any other type of reproduction or deception of the navigational structure or presentation of the Mastercard SecureCode or Mastercard Identity Check website, service or content;
- tamper in any way with the Mastercard SecureCode or Mastercard Identity Check service or the servers or networks associated with the Mastercard SecureCode or Mastercard Identity Check service, or interrupt the same or violate these General Terms and Conditions or any requests, procedures, policies or regulations regarding the Mastercard SecureCode or Mastercard Identity Check services or any networks associated with the Mastercard SecureCode or Mastercard Identity Check service; or
- violate any applicable legislation or any rules or requests of the Bank or the Mastercard system relating to the use of the Mastercard SecureCode or Mastercard Identity Check service.

The User shall download and use the software, which they acquire as part of using the Mastercard SecureCode or Mastercard Identity Check service, at their own discretion and at their own risk, and shall be responsible for any damage on their computer system, or mobile device or the loss of data resulting from the download and use of such

programs or other materials via the Mastercard SecureCode or Mastercard Identity Check service.

The User shall be fully responsible for the damage incurred by them or the Bank as a result of the violation of the User's obligations laid down in this point of the terms of use of the Mastercard SecureCode or Mastercard Identity Check service.

The User shall be responsible for storing the personal message, One-Time Password, password, activation and verification data securely so that they are not accessible to unauthorised persons. The User also may not transfer or sell access to the Mastercard SecureCode or Mastercard Identity Check service to any other person. The User shall be obliged to report any unauthorised use of the One-Time Password or other verification data or any other breach of the security of the Mastercard SecureCode or Mastercard Identity Check service as soon as possible to the nearest branch of the Bank or the Card Operations department on the telephone number +386 (0)1 58 04 141 or via e-mail at [karticno.poslovanje.si@addiko.com](mailto:karticno.poslovanje.si@addiko.com).

The Bank or the Mastercard system shall not be liable either to the card User or to any other third party for any change, temporary interruption or discontinuation of the Mastercard SecureCode or Mastercard Identity Check service.

The Bank assumes no responsibility for any damage incurred by the User as a result of the theft or loss of the mobile device or SIM card.

The Bank or the Mastercard system shall not be responsible for consequential, incidental, special or indirect loss or other damage, such as the damage to the User's computer or telephone connection resulting from the User's use of the Mastercard SecureCode or Mastercard Identity Check service or from the performance of online transactions.

The Bank or the Mastercard system shall also not be responsible for any damage to computer equipment or other property of the User or for any viruses that damage the said equipment or property as a result of accessing, using or downloading content from this website.

Communication and any transactions with online traders or participation in their promotions within the scope of the Mastercard SecureCode or Mastercard Identity Check service or via the said service, including the payment and delivery of the associated goods or services, as well as other terms and conditions, warranties or guarantees related to such transactions shall fall exclusively into the domain of the User and trader. The Bank shall not be responsible for any loss or damage resulting from such transactions.

The fact that a trader uses the Mastercard SecureCode or Mastercard Identity Check service in no way implies that the Bank or the Mastercard system are recommending it or supporting it, e.g.: the Bank or the Mastercard system do not verify the trader's identity or the quality of the trader's goods or services.

The User shall be obliged to communicate the correct and valid mobile phone number to the Bank. The Bank sends messages to the last mobile phone number known to it and assumes no responsibility in case of an incorrect or invalid mobile phone number. The Bank assumes no responsibility for SMS messages not delivered or delivered late by the mobile network operator. Any change related to the mobile phone number must be communicated immediately by the

User to the Bank. The User may verify the mobile phone number, which is stored in the Bank's system, at any time at a branch of the Bank.

The User may change the mobile phone number at any time in accordance with the procedure laid down in these General Terms and Conditions.

The User must compensate the Bank, the Mastercard system and their subsidiaries or associated companies, officers, representatives, trademark sharing partners or other partners and employees for damages, including reasonable attorneys' fees, which any third party claims against the Mastercard system or the Bank because of or as a result of the use of activation data that you have communicated, published or transferred via the Mastercard SecureCode or Mastercard Identity Check service, your use of the of the Mastercard SecureCode or Mastercard Identity Check service, your connection to the Mastercard SecureCode or Mastercard Identity Check service or your violation of these General Terms and Conditions or the applicable legislation.

The Mastercard system and the Bank reserve the right to change or temporarily or permanently discontinue the Mastercard SecureCode or Mastercard Identity Check service (or any part thereof) at any time based on the prior notice or without it when the Bank is unable to previously notify the User for justified reasons.

Unless expressly provided otherwise, these General Terms and Conditions shall apply to all new functionalities that expand or improve the Mastercard SecureCode or Mastercard Identity Check service.

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#### OTHER BASES FOR ACCOUNT DEBITING

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Payment of domiciled bills of exchange issued or accepted by the User who is a Consumer.

The Bank shall also debit the User's Account in accordance with the regulations governing Payment Services and the redemption of bills of exchange at banks as well as within the limits of the positive Account balance in domestic and foreign currencies and the approved Overdraft Facility, i.e. based on the submitted bill of exchange provided the bill contains a clause showing that the bill is payable at the Bank (domicile clause) and that the Bank will receive all of the necessary information for the redemption of the bill of exchange from the bill of exchange holder.

It shall be deemed that the bill of exchange contains an irrevocable authorisation of the User to the bill of exchange holder to order the execution of a Payment Transaction in accordance with the issued bill of exchange, and an irrevocable consent of the User to their Bank to order the execution of a Payment Transaction to the debit of the User's funds.

#### Execution Against the Funds on the Account

If the Bank receives an enforcement order, order to secure a claim or order of other compulsory measures against the funds on the Account issued by a court, the Financial Administration of the Republic of Slovenia (FURS) or another competent body, it shall prevent the User from disposing of the funds on the Transaction Account (in the amount indicated in the order) and proceed in accordance with the operative part of the order.

In doing so, the Bank shall act in accordance with the regulations governing the performance of compulsory enforcement and security as well as the regulations

governing Payment Services. The Bank shall not verify the relationship between the User and the person designated as the creditor in the enforcement order or order to secure a claim.

## Payment of Enforcement Drafts

If the Bank receives an enforcement draft issued by a private individual carrying on an activity (sole trader, private undertaking, etc.) and which contains all of the compulsory elements in accordance with the regulation governing Payment Services as well as the act governing the issue and redemption of enforcement drafts applicable at any relevant time and other legislation, it shall also block the User's - Consumer's Transaction Account in the amount indicated in the enforcement draft or the creditor's order and then debit the User's Transaction Account within the limits of the positive Account balance in domestic and foreign currencies as well as the approved overdraft.

It shall be deemed that the enforcement draft contains an irrevocable authorisation of the User to the creditor to request the execution of a Payment Transaction to the debit of the User's funds held with the Bank in accordance with the enforcement draft, and an irrevocable consent of the User to their Bank to execute a Payment Transaction requested by the creditor to the debit of the User's funds.

The Bank shall inform the User of the reception of an enforcement draft by way of a special letter sent to the User in accordance with the chapter entitled "Notification".

## Set-off

If the User has any past due, unsettled liabilities to the Bank, the Bank reserves the right to perform a set-off of these against the User's balance of funds in any of the Accounts and against sight deposits held at the Bank. The Bank shall perform the set-off by transferring available funds in the domestic currency or conversion of available funds in foreign currencies at the applicable buy exchange rate as at the date of the execution so as to cover the past-due, unsettled liabilities of the User owed to the Bank. The User shall be informed of the performed set-off by way of a set-off statement in accordance with the Code of Obligations.

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## AMICABLE DISPUTE RESOLUTION

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A User who does not agree with the Bank's or its employees' actions in the provision of services in accordance with these General Terms and Conditions or other document which relates to the provision of services and was issued by the Bank or when the Bank or its employees do not perform a certain act, but should have performed it in the opinion of the User, may file a written (via e-mail, by fax or by mail to the Bank's address or via the Addiko E-Bank) or verbal (in person at the branch office or over the telephone) complaint in accordance with the Rules on Out-of-Court Dispute Settlement published at all of the Bank's branch offices and on the [www.addiko.si](http://www.addiko.si) website.

If the User is not satisfied by a decision brought in the complaint procedure or has not received a reply to the complaint by the set deadline, the Bank provides the option of an out-of-court dispute settlement procedure for Consumers before an independent out-of-court dispute settlement provider.

The User may obtain information on the out-of-court dispute settlement provider, the form and composition of

the body, the body's method and procedure for taking decisions on the Bank's website [www.addiko.si](http://www.addiko.si) and in the Rules on Out-of-Court Dispute Settlement. The Bank shall send the information on the authorised independent provider to the User in a written notification together with the reason for rejecting the complaint.

The Bank's authorised provider of out-of-court dispute settlement with which the User can file an appeal if they are unsuccessful in the complaints procedure before the Bank is: Bank Association of Slovenia - GIZ Ljubljana, Šubičeva ulica 2, 1000 Ljubljana, Slovenia, e-mail: [izvajalec.irps@zbs-giz.si](mailto:izvajalec.irps@zbs-giz.si), tel. No.: 01/24-29-700.

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## BANK'S LIABILITY AND PAYMENT TRANSACTION REFUNDS

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If the Bank is responsible for the execution of an unapproved Payment Transaction, it shall refund the unapproved Payment Transaction amount to the Payer.

The Bank shall be released from the liability to refund unapproved Payment Transaction amounts if:

- the execution of an unapproved Payment Transaction results from exceptional or unforeseen circumstances that the Bank cannot influence or cannot influence despite all of the efforts to do so;
- the obligation to execute a Payment Transaction arises under other regulations that are binding on the Bank;
- the execution of an unapproved Payment Transaction results from the User's fraud or the User fails to meet their obligations relating to a Payment Instrument intentionally or through gross negligence;
- the User has submitted a forged or modified Payment Order or double order to the Bank for execution;
- the execution of an unapproved Payment Transaction results from the use of a stolen or lost Payment Instrument that has been abused (if the User has failed to secure the security elements of the Payment Instrument) in the part covered by the User;
- the User did not immediately and without undue delay notify the Bank of unapproved and/or unexecuted Payment Transactions once they learned that such Payment Transactions have occurred, but no later than within 13 months of the date of debiting or approval of the Account.

If it is found that the Bank did not execute a Payment Transaction or has executed it incorrectly, the User shall have the right to address a claim to the Bank for the irregularity to be remedied, while the Bank shall be obliged to do so if it is found that it is responsible for the irregularity.

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## NOTIFICATION

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The Bank shall notify the User of the Payment Transactions executed through the Account as well as of other changes to the Account balance, i.e. in a monthly bank statement.

The Bank shall issue a statement of fees for the User at least annually and free of charge, in accordance with Article 171 of ZPlaSSIED.

The User who is simultaneously an Addiko E-Bank user shall receive all the written notices from the bank and other documentation via Addiko E-Bank, except when the User expressly requested that they wish to receive written notifications by e-mail or by post or to collect them in person at the User's Account-managing branch office.

# Addiko Bank

The Bank may send all the written notices and other documentation to a User who is not simultaneously an Addiko E-Bank user via e-mail, except when the User expressly requested that they wish to receive the written notices by regular mail or to collect them in person at the User's Account-managing branch office.

The User shall be responsible for the correctness and suitability of the communicated e-mail address and shall bear the risk of the communicated incorrect e-mail address, including the eventual abuses of the e-mail address and the subsequently incorrectly served documentation.

In the event of a written notification sent by mail, the notification shall be deemed to have been correctly served, if it was sent to the last known User's address which the Bank has in its records. A User who selects the method of receiving written notices from the bank in person at their Account-managing branch office undertakes to collect the bank statements monthly and statement of fees on a yearly basis. The Bank shall not be responsible for damage or loss arising from the failure to observe the obligation relating to the collection of bank statements and statements of fees.

The Bank shall inform Users of security risks primarily through notifications on the Bank's website ([www.addiko.si](http://www.addiko.si)), Facebook profile, via the Addiko E-Bank or Addiko Mobile, but also through public media. If the Bank employs a different notification method (e.g. e-mail or SMS notifications), such messages shall not contain any Internet link for visiting any websites.

In order to ensure secure communications with the customers, the Bank recommends calling the telephone number +386 (0)1 58 04 141, using messages within the Addiko E-Bank for Users who are provided with this service or a personal visit at any of the Bank's branch offices.

The User shall no later than within 5 days of the occurrence of the change notify the Bank of all changes to personal and other data, data on Authorised Persons and other data relating to the Account and indicated in the request for opening an Account, including information on change of employment/activity, purpose and intended nature of the contractual relationship with the bank and whether the user started or stopped using the account for the purposes of performing a gainful or professional activity (use of the account for business purposes). The Bank shall not be responsible for damage or loss arising from the failure to observe the obligations relating to the notification regarding changes. A Basic Payment Account User who has the right to a social assistance benefit in cash and/or supplementary benefit pursuant to a decision of a Social Work Centre and therefore pays a relevant Account management fee that is lower than stipulated in the price list of the Bank's services applicable at any relevant time must submit a new decision of the Social Work Centre to the Bank within 30 days prior to the expiry of the current decision of the Social Work Centre in order to keep the right to a lower fee, whereby the new decision must show the further eligibility for the social assistance benefit in cash and/or supplementary benefit.

The User undertakes that they shall in the event of a change of the residence for tax purposes during the term of this Agreement, especially if they become a tax resident of the United States of America (USA), communicate this fact to the Bank immediately or no later than within 5 days. The User is familiar and agrees with the fact that the

provision of false data or untimely communication of changes to data, which are important for the Bank in the performance of this Agreement and the fulfilment of reporting obligations laid down by the regulations, represent actions that are in contravention of the Agreement and serve as the basis for the User's liability for damages vis-à-vis the Bank as well as for the termination of this Agreement.

The User undertakes that they shall at first call make compensation for the damages or costs arising for any reason (payment of interest, fines or other costs) and incurred by the Bank as a result of false data or documents communicated by the User or as a result of inconsistency between the User's indications and the findings of the U.S. or Republic of Slovenia's tax authority.

The User shall be obliged to keep their own record of executed Payment Transactions because the bank statement serves only as the basis for control and eventual complaints.

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## INTEREST RATES AND FEES

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The Bank shall remunerate the Account funds at the interest rates published in the Extract of Interest Rates for Retail Operations applicable at any relevant time and published at all of the Bank's branch offices and the website [www.addiko.si](http://www.addiko.si).

The Bank shall credit the accounted interest at the end of the accounting period that it sets itself and upon the closure of the Account.

The Bank shall charge default interest on an eventual unapproved negative Account balance at the statutory default interest rate applicable at any relevant time.

The Bank shall debit the User's Account for the charged interest.

In the event of change to the Reference Interest Rate, the change shall take effect immediately, while the Bank shall inform the User thereof at the first opportune time, unless the change is to the benefit of the User, in which case the Bank shall not notify the User separately.

### Account of the Interest

Interest shall be accounted on a monthly basis and upon the closure of the Account, while they shall be credited or paid on the last day of the month and upon the closure of the Account. The Bank shall apply the linear (simple) interest calculation method.

### Interest Account Form

$$O = \frac{G_0 \cdot p \cdot d}{360 \cdot 100}$$

where:

- o: interest
- G<sub>0</sub>: initial principal
- p: interest rate
- d: number of days for which interest is accounted.

The Bank accounts the interest by taking into account 360 days in the year and the actual number of days in the month.

The Bank charges fees to the User that are defined in the price list of the Bank's services, for which the User's Account is charged directly. If the User fails to settle the

# Addiko Bank

fees and costs arising from Account management and executed Payment Transactions in a timely manner, the Bank shall have the right to charge statutory default interest to the User as well as the eventual additional costs incurred by the Bank (e.g.: sending of reminders). The costs arising from Account management may also be accounted for an unapproved negative balance.

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## GUARANTEE FOR TRANSACTION ACCOUNT FUNDS

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Funds on the Transaction Account represent a deposit that is eligible for a guarantee within the deposit guarantee scheme in accordance with the Deposit Guarantee Scheme Act (Official Gazette of the Republic of Slovenia, No. 27/2016 and eventual amendments). The deposit guarantee scheme provides the User with a guarantee for up to EUR 100,000 for the sum of all deposits held by the User at the Bank, while in certain cases stipulated by the act, the deposits are guaranteed even above the limit of EUR 100,000. If a User holds a joint Account at the Bank together with another person or persons, the guarantee of EUR 100,000 applies to each of them. The exceptions for deposits, which are not guaranteed under the deposit guarantee scheme, are listed on the website of the competent deposit guarantee scheme [www.bsi.si](http://www.bsi.si) and on [www.addiko.si](http://www.addiko.si). In case rights under the deposit guarantee scheme are exercised, the deposits shall be paid out in euros no later than within seven Business Days.

The Bank shall communicate general information on the deposit guarantee scheme to the User once a year, while it shall confirm whether the User's funds are guaranteed in the regular bank statement that the User receives in accordance with these General Terms and Conditions.

If the User has unsettled liabilities to the Bank that have fallen due prior to the day or on the day of the publication of the Bank of Slovenia's decision on the unavailability of the Bank's deposits on the Agency of the Republic of Slovenia for Public Legal Records and Related Services' (AJPES) website (cut-off date for guarantee calculation), the amount of the User's liabilities to the Bank that have fallen due until or on the guarantee calculation cut-off date shall be set off against the User's claim against the Bank arising from the payout of the guaranteed deposit cover.

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## TERMINATION OF THE AGREEMENT

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The Agreement shall terminate with the expiry of its term (if it was concluded for a definite period) or upon termination.

The User may, subject to the Bank's consent, terminate the Agreement at any time, i.e. in writing and with immediate effect. The User may also terminate the Agreement unilaterally at any time, i.e. in writing and with 1-month notice.

If the User wishes to switch from a Basic Payment Account to another Transaction Account offered by the Bank, they must terminate the Basic Payment Account Agreement and file an application with the Bank for the opening of the desired Transaction Account.

The Bank may terminate the Agreement concluded for an indefinite period without stating the reason for the termination and with 2-months' notice. The Bank shall communicate the notice of termination to the User in a clear and understandable manner, on paper and by mail sent to the last known address of the User.

The Bank may terminate the Basic Payment Account Agreement only for reasons and with the time of the entry into effect as laid down in the ZPlaSSIED applicable at any relevant time. The Bank shall notify the User of the termination of the Basic Payment Account Agreement in writing by stating the reason for the termination as well as the legal caution on the right to and procedure of out-of-court dispute settlement as well as the right of the User to notify the Bank of Slovenia of the termination of the Basic Payment Account Agreement.

In the event of termination of the Agreement, the User shall be obliged to settle in full all of the liabilities under the Agreement incurred by the Agreement termination date.

In the event of termination of the Agreement, the User shall pay the Bank the fees charged by the Bank for Payment services for a particular time period, i.e. only in a proportionate share up until the termination of the Agreement. If such fees are paid in advance, the Bank shall refund a proportionate share of the paid fee to the User.

The Bank may terminate the Agreement with 15-days' notice in cases when the User violates the provisions of these General Terms and Conditions or any agreement concluded with the Bank, if they fail to settle fees and costs arising from Account management and execution of transactions on time and fail to cease the violations despite being warned by Bank, if they indicated false data upon the conclusion of the Agreement, if it is established by the Bank that the Account User did not provide the necessary information about the purpose and intended nature of the contractual relationship with the Bank, if the User's business conduct deviates from the announced purpose and intended nature of the contractual relationship with the Bank, without informing the bank about this, or violates other requirements as determined by regulations related to prevention of money laundering and financing of terrorism and other regulations that the Bank is obliged to comply with (e.g. implementation of restrictive measures/sanctions - EU, UN, OFAC, and others) or if so required by the legislation or the supervisory authority.

If the Bank violates the provisions of these General Terms and Conditions relating to the notification of the User, the User shall have the right to challenge the Agreement according to the provisions of the Code of Obligations.

In the event of termination of the Agreement for any reason whatsoever, the User shall be obliged to settle in full all of the liabilities under the Agreement incurred by the Agreement termination date.

After the expiry of the notice period, the Agreement shall terminate and the Bank shall close the User's Account. Upon the closure of the Account, the User shall return all of the issued cards, while all of the User's eventual standing orders and Direct Debits shall be cancelled.

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## ANTI-CORRUPTION CLAUSE

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If it is found that someone has - indirectly or directly, on behalf and/or for the account of any contracting party - provided, offered or promised any gift or payment in money or any other valuable item or any other material or immaterial benefit to an employee of any contracting party or other legal entity or private individual that/who is in any way related to a contracting party and has done so for the purpose of obtaining a business deal or for the conclusion of such deal or for the omission of due supervision over the

fulfilment of contractual obligations or for another act or omission, by way of which damage or loss is caused or the ability to obtain an undue advantage is enabled to the counter-contracting party, a valid Agreement shall be deemed null and void, while if the Agreement is not yet valid, it shall be deemed to have never been concluded.

The contracting party against which proceedings are instituted hereby fully waives the right to exercise claims for damages as a result of the nullity of the Agreement, including a claim for the payment of lost profit as well as all other claims provided it was demonstrated at a later date through a final judgment of a competent court that the act of corruption or illegal act within the meaning of this Article had never been committed or provided the court proceedings were suspended.

The injured contracting party shall have the right to claim damages from the counter-contracting party as well as file other claims, including a claim for the refund of executed payments together with statutory default interest arising from the nullity.

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## TRANSITIONAL PROVISIONS

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### Regular Overdraft Facility

The Regular Overdraft Facility is no longer part of the regular offer of the Bank. Existing customers who have already been approved for a Regular Overdraft Facility shall keep it in accordance with these General Terms and Conditions until the revocation of the Overdraft Facility by the Bank or the customer or until the closure of the Transaction Account.

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## DISCLAIMER CLAUSE

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Pursuant to specific measures prescribed by the competent international bodies, applicable law and internal procedures and acts of the Bank, the Bank reserves the right not to establish or unilaterally terminate the existing business relationship and/or refuse to execute the transaction and/or prevent the disposal of funds and/or disables access to the E-bank and/or mobile bank in the event that User's business dealings with the account constitute a violation of Compliance Rules or a violation of requirements and regulations that the Bank is obliged to comply with (e.g. related to prevention of money laundering and financing of terrorism, restrictive measures and others) or in the event that the User or legal or a private entity who is in the ownership structure of the User and/or participant in a transaction is listed on the international sanction list of the US Agency for the Control of Foreign Assets (OFAC), the European Sanctions List (EU), UN Sanctions List or internal Black list of the Bank.

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## CHANGE OF DATA WHEN PERFORMING PERIODICAL REVIEW BY USING ADDIKO MOBILE

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When customer performs a periodical review by using Addiko Mobile and data on identification document are changed, Bank will:

- order new cards if personal name is changed;
- change address for sending cards and related documents (PIN, monthly statement,...) if address is changed.

For executed orders/changes, a fee shall be charged in accordance with the price list applicable at any relevant time.

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## FINAL PROVISIONS

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The following shall form integral parts of these General Terms and Conditions:

- Bank's schedule for the execution of Payment Transactions;
- Bank's services price list for the provision of Payment Services under these General Terms and Conditions;
- instructions for filling in payment orders.

The User may at any time request that the Bank provides him with a copy of his Agreement or these General Terms and Conditions on paper or other durable medium.

If the Bank amends these General Terms and Conditions, it shall notify the User thereof two months prior to the entry into force of the amended General Terms and Conditions, whereby it shall do so as follows:

- the User who is simultaneously an Addiko E-Bank user shall be notified by the Bank via the Addiko E-Bank, except in the event when the User has expressly stated that they wish to receive notifications by mail;
- the User who is not simultaneously an Addiko E-Bank user or User who has expressly stated that they wish to receive notifications by mail shall be notified by the Bank in writing by mail sent to the last known address the Bank has in its record.

If the User disagrees with the amendments to the General Terms and Conditions, they may withdraw from the Agreement concluded on the basis of the General Terms and Conditions, with the withdrawal taking effect at any time until the date the amendments would begin to apply and without paying any fees. The User must submit their withdrawal from the Agreement no later than by the day prior to the set date of the entry into force of the amendment. If the User fails to notify the Bank within this time period that they disagree with the amendments, they shall be deemed to agree with them. If the User rejects the proposed amendments while not withdrawing from the Agreement, it shall be deemed that the Bank has terminated the Agreement with 2-months notice which starts to lapse from the day of the dispatch of the notification about the amendment.

As of the entry into force of these General Terms and Conditions, the previous General Terms and Conditions for Transaction Account management shall cease to apply. The General Terms and Conditions applicable at any relevant time are also published on the Bank's website and are available at all branch offices of the Bank.

These General Terms and Conditions shall form an integral part of the Agreement. By signing the Agreement, the User confirms that they have been briefed on the General Terms and Conditions before concluding the Agreement and that they fully agree with them.

The provisions of the Agreement by way of which the Bank and the User regulated their contractual relationships relating to Account opening and execution of Payment Services before the entry into force of these General Terms and Conditions and which are in contravention of the provisions of the ZPlaSSIED shall be deemed to be replaced by the provisions that comply with the ZPlaSSIED.

The Slovenian language shall be used for the contractual relationships and communication between the Bank and the User, unless otherwise agreed between the Bank and the User.

# Addiko Bank

The law of the Republic of Slovenia shall apply for the provision of services in accordance with these General Terms and Conditions and for their interpretation.

In case of a dispute that cannot be settled peacefully, the competent court in Ljubljana shall have jurisdiction for its resolution.

If the User detects that a violation has been committed during the provision of services on the basis of these General Terms and Conditions, whereby such violation constitutes a violation according to the ZPlaSSIED, they

shall have the right to file a written proposal for the institution of violation proceedings. The proposal shall be filed with the Bank of Slovenia, which shall be competent for deciding on such violations and for the supervision of the Bank's operations.

These General Terms and Conditions shall apply to new and existing Users from 03.05.2024.