

**Článok 1. Úvodné ustanovenia**

- 1.1 Toto Oznámenie o vykonávaní platobných operácií (ďalej len „**Oznámenie**“) predstavuje Oznámenie v zmysle Všeobecných obchodných podmienok Banky (ďalej len „**Všeobecné podmienky**“). Toto Oznámenie tvorí súčasť Zmluvy a Klient je povinný sa s ním zoznámiť a dodržiavať ho.
- 1.2 Odlišné ustanovenia Produktových podmienok majú prednosť pred ustanoveniami tohto Oznámenia. Ustanovenia tohto Oznámenia majú prednosť pred odlišnými ustanoveniami Všeobecných podmienok.
- 1.3 Pojmy s veľkým začiatočným písmenom majú v tomto Oznámení význam stanovený v tomto dokumente alebo vo Všeobecných podmienkach.

Článok 2. Všeobecné ustanovenia

- 2.1 Pri vykonávaní platobného styku postupuje Banka v súlade s právnymi predpismi, príslušnou Zmluvou a bankovými zvyklosťami.
- 2.2 Klient zodpovedá za to, že jeho platobné príkazy (ďalej len „**Príkaz**“) adresované Banke obsahujú len pravdivé údaje a sú v súlade s právnymi predpismi a príslušnou Zmluvou.
- 2.3 Banka je oprávnená v súvislosti s plnením svojej oznamovacej povinnosti podľa právnych predpisov odložiť splnenie Príkazu Klienta.
- 2.4 Banka je oprávnená odmietnuť alebo odložiť splnenie Príkazu Klienta, ktorého splnenie by mohlo byť v rozpore najmä s (i) právnymi predpismi Slovenskej republiky alebo právnymi predpismi štátu banky sprostredkujúcej prevod alebo (ii) obchodnou politikou Banky alebo sprostredkujúcej banky Z dôvodov uvedených v predchádzajúcej vete je Banka tiež oprávnená neprijíť platby v prospech Účtu Klienta. Klient berie týmto súčasne na vedomie, že z vyššie uvedených dôvodov môže byť platba vrátená alebo zadržaná aj sprostredkujúcou bankou.
- 2.5 Ak je pri poskytovaní platobných služieb potrebný prepočet medzi cudzou menou a EUR alebo medzi cudzími menami, Banka vykoná prepočet mien podľa zásad stanovených v článku XIX. Všeobecných podmienok.
- 2.6 Klient predkladá príkazy na tlačivách určených Bankou, prípadne na tlačivách Bankou schválených (napr. univerzálnych tlačivách alebo formou tlačových výstupov). Banka môže tlačivo schváliť vykonaním príkazu. Odtlačok prezentačnej pečiatky Banky nie je potvrdením o tom, že nastal Okamih účinnosti Príkazu.
- 2.7 Finančné prostriedky Banka pripisuje na účet podľa Jedinečného identifikátora príjemcu. Tento údaj je podmienkou pre riadne vykonanie Príkazu. Banka nie je povinná kontrolovať súlad Jedinečného identifikátora s názvom účtu alebo inými údajmi o príjemcovi. Banka pripíše prostriedky na účet v súlade s Jedinečným identifikátorom aj pokiaľ identifikuje nesúlad medzi Jedinečným identifikátorom a názvom účtu, alebo iným údajom o príjemcovi, ktorý má k dispozícii. To však neplatí, pokiaľ by vykonanie platobnej operácie bolo v rozpore s právnymi predpismi¹.
- 2.8 Banka pripíše finančné prostriedky v prospech Účtu príjemcu, ak je uvedený správne Jedinečný identifikátor, v mene Účtu príjemcu bez ohľadu na menu platobnej operácie.
- 2.9 Pokiaľ nie je možné finančné prostriedky pripísať z dôvodu chybného Jedinečného identifikátora, Banka platbu odmietne a prostriedky vráti späťodosielajúcej banke.
- 2.10 Klient musí na Príkaze uviesť najmä nasledujúce údaje:
 - a) označenie Príkazu (napr. príkaz na úhradu, príkaz na inkaso),
 - b) Jedinečný identifikátor platiteľa,
 - c) Jedinečný identifikátor príjemcu,

¹ najmä zákon č. 297/2008 Z. z. o ochrane pred legalizáciou príjmov z trestnej činnosti a o ochrane pred financovaním terorizmu a o zmene a doplnení niektorých predpisov v znení neskorších predpisov

d) čiastku, stanovenú najviac na dve desatinné miesta, a označenie meny.

Jednotlivé Príkazy môžu obsahovať aj ďalšie povinné alebo nepovinné údaje.

- 2.11 Klient je oprávnený Príkaz odvolať/zrušiť najneskôr v Obchodný deň predchádzajúci dňu, kedy má nastať Okamih účinnosti Príkazu.
- 2.12 Klient môže predložiť písomný Príkaz Klientovmu obchodnému miestu.
- 2.13 Vykonanie hromadného Príkazu možno odmietnuť aj čiastočne, pokiaľ sa dôvod odmietnutia vzťahuje len na jeho časť. Banka informuje Klienta o odmietnutí Príkazu spôsobom stanoveným vo Všeobecných podmienkach.
- 2.14 Pokiaľ je Príkaz na vykonanie platobnej operácie na Platobnom účte Klienta odovzdaný Banke poskytovateľom Platobnej iniciatívnej služby, za nesprávne vykonanú operáciu sa považuje aj operácia, ktorá bola síce vykonaná v súlade s Príkazom prijatým v zmysle zákona o platobných službách, ale súčasne bola vykonaná v rozpore s Príkazom, ktorý Klient predložil poskytovateľovi Platobnej iniciatívnej služby. V tomto prípade má Banka povinnosti voči Klientovi v súlade s príslušnými ustanoveniami Všeobecných podmienok.

Článok 3. Hotovostné platobné služby

- 3.1 Banka nevykonáva hotovostné platobné operácie s výnimkou hotovostných platobných operácií sprostredkovaných tretími osobami.

Článok 4. SEPA platba

- 4.1 SEPA platba je bezhotovostný prevod v mene EUR, ktorým Banka vykonáva pre svojich Klientov prevody v EUR na ťarchu Účtu vedeného Bankou v ľubovoľnej mene. Účet platiteľa aj príjemcu musí byť vedený v SEPA priestore. Na Príkaze musí byť uvedený Jedinečný identifikátor vo formáte IBAN, BIC nie je povinný. Poplatky spojené s prevodom sú uhrádzané z časti platiteľom a z časti príjemcom (typ poplatku „SLEV“ alebo „SHA“). V prípade SEPA platby medzi účtami vedenými v Banke musí byť účet platiteľa alebo príjemcu vedený v mene EUR.
- 4.2 SEPA platba môže byť zadaná písomne alebo elektronicky.
- 4.3 Finančné prostriedky sú pripísané na účet banky príjemcu najneskôr jeden Obchodný deň po dni, kedy nastal Okamih účinnosti Príkazu.

Okamih účinnosti príkazu pre štandardné Príkazy na SEPA platbu

- 4.4 Okamih účinnosti Príkazu doručeného priamo zamestnancovi Klientovho obchodného miesta nastáva:
 - (i) v Obchodný deň, kedy Banka Príkaz obdržala, ak jej bol Príkaz doručený do 16:00 hod. daného dňa, pokiaľ nie je na Príkaze uvedený neskorší dátum splatnosti, alebo je na príkaze uvedený dátum, ktorý už nastal, alebo na Príkaze nie je uvedený žiadny dátum splatnosti;
 - (ii) nasledujúci Obchodný deň po doručení Príkazu, ak bol Príkaz doručený Banke až po 16:00 hod. daného dňa;
 - (iii) v Obchodný deň, ktorý Klient na Príkaze uviedol ako deň splatnosti Príkazu;
 - (iv) najbližší predchádzajúci Obchodný deň, v prípade, že na Príkaze je uvedený ako dátum splatnosti iný ako Obchodný deň a Príkaz bol doručený Banke najneskôr do 16:00 hod. najbližšieho predchádzajúceho Obchodného dňa;
 - (v) najbližší nasledujúci Obchodný deň, ak bol Príkaz doručený Banke až po 16:00 hod. najbližšieho predchádzajúceho Obchodného dňa pred uvedeným dátumom splatnosti;

avšak iba za predpokladu, že sú v takto určenej dobe splnené všetky podmienky pre vykonanie Príkazu stanovené Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte. V opačnom prípade Banka Príkaz odmietne, alebo, ak tak bolo dohodnuté s Klientom, Okamih účinnosti Príkazu nastane až v deň, keď sú splnené všetky podmienky pre vykonanie Príkazu.

**Okamih účinnosti Príkazu na SEPA platbu, ktorý bol doručený poštou nastáva:**

- (i) v Obchodný deň nasledujúci po dni, keď bol Príkaz doručený Banke, pokiaľ nie je na Príkaze uvedený neskorší dátum splatnosti, alebo je na príkaze uvedený dátum, ktorý už nastal, alebo na Príkaze nie je uvedený žiadny dátum splatnosti
- (ii) v Obchodný deň, ktorý Klient na Príkaze uviedol ako deň splatnosti Príkazu;
- (iii) v najbližší Obchodný deň nasledujúci po dátume splatnosti uvedenému na Príkaze, ak dátum splatnosti uvedený na Príkaze pripadá na iný ako Obchodný deň a Príkaz bol doručený Banke posledný Obchodný deň pred požadovanou splatnosťou;
- (iv) v najbližší Obchodný deň predchádzajúci dátumu splatnosti uvedenému na Príkaze, ak dátum splatnosti uvedený na Príkaze pripadá na iný ako Obchodný deň a Príkaz bol doručený Banke najneskôr dva Obchodné dni pred dátumom splatnosti;

avšak iba pokiaľ sú v takto určenej dobe splnené všetky podmienky pre vykonanie Príkazu stanovené Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte. V opačnom prípade (a) pri Príkaze na úhradu medzi dvoma bežnými Účtami vedenými v EUR Banka vykoná daný Príkaz nasledujúci Obchodný deň, pokiaľ sú splnené všetky podmienky na jeho vykonanie, inak Príkaz odmietne, ak nebolo dohodnuté s Klientom inak alebo (b) v ostatných prípadoch Banka Príkaz odmietne alebo, ak tak bolo dohodnuté s Klientom, Okamih účinnosti Príkazu nastane až v deň, keď sú splnené všetky podmienky vykonania Príkazu.

- 4.5 Pre prepočet cudzej meny Banka použije Kurz platný v Obchodný deň, kedy nastal Okamih účinnosti Príkazu.

Okamih účinnosti príkazu a podmienky pre prioritné SEPA platby

- 4.6 Príkaz na úhradu pre prioritné SEPA platby musí byť odovzdaný Klientom priamo zamestnancovi Klientovho obchodného miesta.
- 4.7 Pre vykonanie Príkazu na prioritnú SEPA platbu musia byť splnené nasledujúce podmienky:
 - a) Klient odovzdal Banke príslušný Príkaz na prioritnú SEPA platbu najneskôr do 14:00 hod. požadovaného dňa splatnosti, ktorý musí byť Obchodným dňom; a
 - b) Klient označil platbu na uvedenom Príkaze ako prioritnú.
- 4.8 V prípade, že Príkaz na prioritnú SEPA platbu nespĺňa vyššie uvedené podmienky alebo v prípade, že systém Banky nie je v režime on-line, je Banka oprávnená ho odmietnuť.
- 4.9 Na základe Príkazu na prioritnú SEPA platbu nastáva Okamih účinnosti Príkazu v deň splatnosti uvedený na Príkaze, pokiaľ v takto určenej dobe sú splnené všetky podmienky pre vykonanie Príkazu stanovené Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte. V opačnom prípade Banka Príkaz odmietne.

Článok 5. Príkaz na EuroPlatbu v reálnom čase

- 5.1 Príkaz na EuroPlatbu v reálnom čase musí byť odovzdaný Klientom priamo zamestnancovi Klientovho obchodného miesta.
- 5.2 Pre vykonanie Príkazu na EuroPlatbu v reálnom čase musia byť splnené nasledujúce podmienky:
 - a) Klient odovzdal Banke príslušný Príkaz na EuroPlatbu v reálnom čase najneskôr do 15:00 hod. požadovaného dňa splatnosti, ktorý musí byť Obchodným dňom; a
 - b) Klient označil platbu na uvedenom Príkaze ako EuroPlatbu v reálnom čase.
- 5.3 V prípade, že Príkaz na EuroPlatbu v reálnom čase nespĺňa vyššie uvedené podmienky alebo v prípade, že systém Banky nie je v režime on-line, je Banka oprávnená ho odmietnuť.
- 5.4 Na základe Príkazu na EuroPlatbu v reálnom čase nastáva Okamih účinnosti Príkazu v deň splatnosti uvedený na Príkaze, pokiaľ v takto určenej dobe sú splnené všetky podmienky pre vykonanie Príkazu stanovené Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte. V opačnom prípade Banka Príkaz odmietne.

Článok 6. Trvalý príkaz na SEPA platbu

- 6.1 Trvalý príkaz na SEPA platbu je používaný na základe požiadavky Klienta na vykonávanie opakujúcich sa úhrad pevných čiastok v mene EUR v pevnom termíne pre totožného príjemcu, ktorý má účet vedený v banke, ktorá sa nachádza v SEPA priestore.
- 6.2 Trvalý príkaz na SEPA platbu môže byť zadaný písomne alebo elektronicky. Prostredníctvom Platobnej iniciatívnej služby nie je možné zadávať trvalý príkaz na SEPA platbu.
- 6.3 Pre prepočet cudzej meny Banka použije Kurz platný v Okamihu účinnosti Príkazu.

Okamih účinnosti trvalého príkazu na SEPA platbu

Okamih účinnosti pre každú úhradu na základe trvalého príkazu na SEPA platbu nastáva v deň určený Klientom ako dátum splatnosti. Pokiaľ navrhnutý dátum splatnosti akejkoľvek úhrady v priebehu mesiaca nie je Obchodným dňom, nastáva Okamih účinnosti v Obchodný deň bezprostredne predchádzajúci navrhnutému dátumu splatnosti, avšak len za predpokladu, že v takto určenom čase sú splnené všetky podmienky pre vykonanie príslušnej úhrady stanovené Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte. Pokiaľ Okamih účinnosti nenastane iba z dôvodu nedostatku voľných prostriedkov na Účte, dátum splatnosti sa posunie na najbližšie nasledujúci Obchodný deň. V prípade, že ani v tento Obchodný deň nebudú splnené vyššie uvedené podmienky pre vykonanie príslušnej platby, Banka vykonanie úhrady odmietne.

- 6.4 Trvalý príkaz na SEPA platbu sa musí doručiť Banke najmenej dva Obchodné dni pred požadovaným dňom splatnosti prvej platby. Trvalý príkaz na SEPA platbu doručený Banke v kratšej lehote je Banka oprávnená odmietnuť.

Článok 7. SEPA inkaso (SEPA Direct Debit)

- 7.1 SEPA inkaso (SEPA Direct Debit) je bezhotovostný prevod v mene EUR uskutočňovaný z účtu platiteľa z podnetu príjemcu platby, ktorý bol odovzdaný prostredníctvom banky príjemcu na základe predchádzajúcej dohody príjemcu SEPA inkasa s platiteľom. Banka platiteľa i príjemcu musí byť SEPA dosiahnuteľná v zodpovedajúcej Platobnej schéme. Banka poskytuje službu SEPA inkaso iba k Účtom vedeným v mene EUR, a to v Platobných schémach B2B a CORE.

Článok 8. SEPA inkaso na strane Klienta - platiteľa

- 8.1 Banka uskutoční SEPA inkaso na Účte Klienta – platiteľa tak, že odpíše finančné prostriedky z Účtu, na základe Klientom udeleného súhlasu so SEPA inkasom. Pokiaľ Klient – platiteľ neudelí súhlas so SEPA inkasom, je Účet Klienta uzavretý proti uskutočneniu SEPA inkasa a Banka SEPA inkaso na Účte Klienta – platiteľa neuskutoční.
- 8.2 Klient – platiteľ musí v súhlase so SEPA inkasom uviesť všetky nasledujúce údaje:
 - a) číslo účtu platiteľa vo formáte IBAN,
 - b) referenciu mandátu (tzv. UMR),
 - c) identifikačný kód príjemcu (tzv. CID), ktorému sa povoľuje bezhotovostné čerpanie finančných prostriedkov z Účtu Klienta,
 - d) limit pre jednotlivú inkasnú platbu,
 - e) frekvenciu a
 - f) ďalšie údaje požadované na príslušnom formulári Banky.Limit musí byť stanovený ako čiastka, ktorú Klient so zreteľom na všetky okolnosti očakáva ako maximálnu čiastku inkasa pre jednu platbu.
- 8.3 Súhlas so SEPA inkasom môže byť zriadený, zmenený alebo zrušený písomne alebo elektronicky. Klient je oprávnený kedykoľvek v Klientovom obchodnom mieste alebo iným spôsobom dohodnutým s Bankou zmeniť výšku limitu alebo frekvenciu. Súhlas so SEPA inkasom (zriadenie, zmena, zrušenie) musí byť Banke doručený najmenej dva Obchodné dni pred dňom splatnosti inkasa. Súhlas so SEPA inkasom doručený Banke v kratšej lehote je Banka oprávnená odmietnuť.



- 8.4 Banka uskutoční SEPA inkaso na účte Klienta – platiteľa v súlade so súhlasom so SEPA inkasom podľa článku 8.2 Oznámenia v deň splatnosti inkasa a pri súčasnom dostatku voľných finančných prostriedkov na účte v okamihu spracovania SEPA inkasa Bankou. Ak nebudú splnené tieto podmienky, Banka SEPA inkaso neuskutoční. Finančné prostriedky budú pripísané na účet banky príjemcu najneskôr jeden Obchodný deň po dni, kedy nastal Okamih účinnosti Príkazu k SEPA inkasu v súlade s článkom 4.4 Oznámenia.
- 8.5 Súhlas so SEPA inkasom zaniká v prípade, že Banka neobdržala Príkaz na SEPA inkaso do 36 mesiacov od posledného vykonaného SEPA inkasa.
- 8.6 Klient - platiteľ je oprávnený odvolať súhlas so SEPA inkasom najneskôr deň pred jeho splatnosťou.
- 8.7 Klient - platiteľ je oprávnený žiadať o vrátenie inkasovanej čiastky uhradenej na základe SEPA inkasa bez udania dôvodu počas lehoty ôsmich týždňov od okamihu odpísania finančných prostriedkov z jeho Účtu. Klient - platiteľ je ďalej oprávnený žiadať o vrátenie inkasovanej čiastky uhradenej na základe SEPA inkasa počas lehoty 13 mesiacov od okamihu odpísania finančných prostriedkov z jeho Účtu v prípade neautorizovaného SEPA inkasa. Toto ustanovenie sa nevzťahuje na Platobnú schému B2B.

Článok 9. SEPA inkaso na strane Klienta - príjemcu

- 9.1 Banka poskytne Klientovi - príjemcovi možnosť zadávať Príkazy na SEPA inkaso na základe zmluvy o tejto službe, ktorá upravuje podmienky pre vysielanie Príkazov na SEPA inkaso, a to iba k Účtom vedeným v mene EUR. Príkaz na SEPA inkaso je pokyn Klienta - príjemcu SEPA inkasa na odpísanie finančných prostriedkov z účtu platiteľa SEPA inkasa. Klient – príjemca je povinný uviesť do Príkazu na SEPA inkaso také údaje, ktoré korešpondujú s dohodou uzatretou medzi Klientom – príjemcom a platiteľom SEPA inkasa.
- 9.2 Príkaz na inkaso môže byť zadaný písomne alebo elektronicky.
- 9.3 Pre určenie dátumu splatnosti SEPA inkasa pri oboch Platobných schémach B2B a CORE (ak sa nejedná o Príkazy na SEPA inkaso so splatnosťou po ich zadaní) platí, že Príkaz na SEPA inkaso s typom/poradím „jednorazový“, „prvý“, „opakovaný“ a „posledný“ je potrebné zadať dva Obchodné dni pred splatnosťou SEPA inkasa.
- 9.4 Okamih účinnosti Príkazu na SEPA inkaso doručeného osobne na Klientovom obchodnom mieste nastáva:
- v Obchodný deň, ktorý Klient uviedol ako deň splatnosti, ak je na Príkaze na SEPA inkaso uvedený ako dátum splatnosti deň, ktorý ešte nenastal;
 - v Obchodný deň, kedy Banka Príkaz na SEPA inkaso prijala, ak jej bol Príkaz na SEPA inkaso doručený do 16:00 hod. daného dňa a ak nie je na Príkaze na SEPA inkaso uvedený žiadny dátum splatnosti alebo je uvedený deň, ktorý už nastal;
 - v Obchodný deň predchádzajúci dátumu splatnosti uvedenému na Príkaze na SEPA inkaso, ktorý pripadá na iný než Obchodný deň, za predpokladu, že Príkaz na SEPA inkaso bol doručený Banke do 16:00 hod. Obchodného dňa predchádzajúceho dátumu požadovanej splatnosti; inak sa taký Príkaz na SEPA inkaso vykoná až v nasledujúci Obchodný deň po dátume požadovanej splatnosti,
- avšak iba pokiaľ sú v takto určenej dobe splnené všetky podmienky pre vykonanie Príkazu na SEPA inkaso stanovené Zmluvou a právnymi predpismi. V opačnom prípade Banka Príkaz na SEPA inkaso odmietne alebo, ak tak bolo vopred písomne dohodnuté s Klientom, Okamih účinnosti Príkazu na SEPA inkaso nastane až v deň, keď budú splnené všetky podmienky pre vykonanie Príkazu na SEPA inkaso.
- 9.5 Platba zo SEPA inkasa pripísaná na účet Klienta - príjemcu bude uskutočnená v nadväznosti na vyslaný Príkaz na SEPA inkaso. Banka nezodpovedá za neuskutočnenie platby na základe SEPA inkasa, ak Príkaz na SEPA inkaso bude odmietnutý bankou platiteľa alebo platiteľom a ani v prípade uvedenia chybných údajov Klientom - príjemcom.

Klient – príjemca je oprávnený odvolať vyslaný Príkaz na SEPA inkaso prostredníctvom obchodného miesta Banky alebo prostredníctvom Klientskej linky. Banka nezodpovedá za uskutočnenie odvolania Príkazu na SEPA inkaso v banke platiteľa.

Klient – príjemca je oprávnený požiadať Banku o vrátenie pripísanej platby realizovanej na základe SEPA inkasa platiteľovi do štyroch Obchodných dní po pripísaní finančných prostriedkov na jeho Účet (tzv. Reversal).

- 9.6 Banka je oprávnená odpísať finančné prostriedky vo výške pripísanej platby realizovanej na základe SEPA inkasa z účtu Klienta – príjemcu, ak obdrží od banky platiteľa požiadavku na vrátenie (tzv. Return) SEPA inkasa v lehotách:
- pri Platobnej schéme CORE do piatich Obchodných dní od okamihu pripísania platby na účet Klienta – príjemcu;
 - pri Platobnej schéme B2B do troch Obchodných dní od okamihu pripísania platby na účet Klienta – príjemcu.
- 9.7 Banka je oprávnená odpísať finančné prostriedky vo výške pripísanej platby realizovanej na základe SEPA inkasa v rámci Platobnej schémy CORE z Účtu Klienta – príjemcu, ak Banka obdrží od banky platiteľa požiadavku na vrátenie čiastky (tzv. Refund) autorizovaného SEPA inkasa bez udania dôvodu v lehote ôsmich týždňov od okamihu pripísania platby na účet Klienta – príjemcu.
- 9.8 Banka je oprávnená odpísať finančné prostriedky vo výške pripísanej platby realizovanej na základe SEPA inkasa v rámci Platobnej schémy CORE z Účtu Klienta – príjemcu, ak Banka obdrží od banky platiteľa požiadavku na vrátenie čiastky (tzv. Refund) Neautorizovaného SEPA inkasa v lehote 13 mesiacov od okamihu pripísania platby na účet Klienta – príjemcu.
- 9.9 Zmluva, na základe ktorej Banka poskytuje Klientovi službu uvedenú v tomto článku 9., zaniká v prípade nezaslania Príkazu na SEPA inkaso počas 36 mesiacov od posledného odoslaného Príkazu na SEPA inkaso.

Článok 10. Príkaz na úhradu v cudzej mene v rámci Banky

- 10.1 Príkazom na úhradu v cudzej mene prevádza Klient finančné prostriedky zo svojho Účtu v prospech Účtu príjemcu vedeného Bankou. Príkaz na úhradu môže byť zadaný písomne alebo elektronicky.

Okamih účinnosti Príkazu na úhradu

- 10.2 Okamih účinnosti Príkazu na úhradu v cudzej mene doručeného priamo zamestnancovi Klientovho obchodného miesta, alebo ktorý bol doručený poštou, nastáva v časoch popísaných v bode 4.4.

Článok 11. Príkaz na inkaso v cudzej mene v rámci Banky

- 11.1 Príkazom na inkaso sa rozumie príkaz Klienta Banke k prevodu finančných prostriedkov z Účtu Klienta, ako platiteľa vedeného v Banke v prospech iného Účtu toho istého Klienta, ako príjemcu, vedeného v Banke alebo v prospech Účtu iného Klienta, ako príjemcu, vedeného v Banke. Príkaz na inkaso môže byť zadaný písomne alebo elektronicky.
- 11.2 Klient Banky môže zadať Príkaz na inkaso v cudzej mene iba v prospech bežného Účtu Klienta z Účtov vedených Bankou v cudzej mene. Účet platiteľa aj Účet príjemcu musí byť v rovnakej mene.
- 11.3 V prípade nesplnenia podmienok pre vykonanie Príkazu na inkaso v deň splatnosti sa pokus o vykonanie takéhoto Príkazu bude opakovať 4 nasledujúce Obchodné dni po sebe vo viackolovom spracovaní, pokiaľ nebudú splnené podmienky pre vykonanie. V prípade nesplnenia podmienok v tomto časovom úseku bude Príkaz na inkaso nasledujúci Obchodný deň odmietnutý.
- 11.4 Banka je oprávnená podmieniť prijímanie Príkazov na inkaso uzatvorením Zmluvy o poskytovaní tejto služby s Klientom – príjemcom a vykonaní každého jeho Príkazu na inkaso splnením podmienok stanovených v takejto Zmluve.



11.5 Banka kontroluje prípustnosť inkasnej formy platenia z Účtu Klienta - platiteľa a splnenie dohodnutých podmienok pre povolenie inkasa podľa príkazu na povolenie inkasa z daného Účtu v prospech účtu príjemcu, zadaného Klientom - platiteľom.

Okamih účinnosti pre príkaz na inkaso

11.6 Okamih účinnosti Príkazu na inkaso doručeného Klientom – príjemcom nastáva:

- a) v deň splatnosti, pokiaľ bol Príkaz na inkaso doručený Banke najmenej dva Obchodné dni pred požadovaným dňom splatnosti; inak
- b) najneskôr druhý Obchodný deň po jeho doručení Banke, pokiaľ nie je na príkaze na inkaso uvedený dátum splatnosti alebo uvedený dátum už nastal.

Článok 12. Povolenie inkasa v cudzej mene v rámci Banky

12.1 Povolenie inkasa musí obsahovať Jediný identifikačný subjektu, ktorému sa povoľuje bezhotovostné čerpanie finančných prostriedkov z Účtu Klienta. Ďalej musí byť zadaný limit pre jednotlivú inkasnú platbu a frekvencia. Bez týchto údajov Banka povolenie inkasa odmieta. Limit musí byť stanovený ako čiastka, ktorú Klient so zreteľom na všetky okolnosti očakáva ako maximálnu čiastku inkasa pre jednu platbu. Klient je oprávnený kedykoľvek v Klientovom obchodnom mieste, prostredníctvom elektronického bankovníctva alebo iným spôsobom dohodnutým s Bankou zmeniť výšku limitu alebo frekvenciu. Pri povolení inkasa musí byť Účet príjemcu aj Účet platiteľa vedený v rámci Banky v rovnakej mene.

12.2 Povolenie inkasa môže byť zadané písomne alebo elektronicky.

12.3 Povolenie inkasa nie je Príkazom, t.j. nie je platobným príkazom v zmysle zákona o platobných službách². Toto povolenie inkasa je autorizáciou platobných operácií v zmysle uvedeného zákona.

12.4 Povolenie inkasa (zriadenie, zmena, zrušenie) musí byť Banke doručené najmenej dva Obchodné dni pred dňom splatnosti inkasa. Povolenie inkasa doručené Banke v lehote kratšej je Banka oprávnená odmietnuť.

Článok 13. Trvalý príkaz na úhradu v cudzej mene v rámci Banky a trvalý príkaz na automatický prevod

13.1 Trvalý príkaz na úhradu v cudzej mene v rámci Banky je používaný na základe požiadavky Klienta na vykonávanie opakujúcich sa úhrad pevných čiastok v pevnom termíne pre totožného príjemcu v rámci Banky. Klient môže zriadiť trvalý príkaz na úhradu iba v cudzej mene. Bežný účet v prospech a bežný Účet na tarchu musí byť v rovnakej cudzej mene alebo aspoň jeden z nich musí byť vedený v mene EUR.

13.2 Trvalý príkaz k automatickému prevodu je používaný k prevádzaniu finančných prostriedkov v nie stálych čiastkach ako prevod:

- a) nadmerného zostatku bez pevného termínu a s pevným termínom, ktorý je možné vykonať v prospech Účtu vedeného v Banke alebo v inej banke v Slovenskej republike;
- b) pre udržanie minimálneho zostatku, ktorý je možné vykonať iba v prospech bežného Účtu vedeného v Banke;

13.3 Trvalý príkaz na automatický prevod môže byť zadaný len písomne. Trvalý príkaz na úhradu v cudzej mene v rámci Banky môže byť zadaný písomne alebo elektronicky.

Okamih účinnosti trvalého príkazu na úhradu v cudzej mene v rámci Banky a trvalého príkazu na automatický prevod

13.4 Okamih účinnosti pre každú úhradu na základe trvalého príkazu na úhradu v cudzej mene v rámci Banky alebo trvalého príkazu na automatický prevod s pevným termínom nastáva v deň určený Klientom ako dátum splatnosti. Pokiaľ však dátum splatnosti

akejkoľvek úhrady v priebehu mesiaca nie je Obchodným dňom, nastáva Okamih účinnosti:

- a) v predchádzajúci Obchodný deň, pokiaľ ide o úhradu medzi dvoma bežnými Účtami vedenými Bankou; alebo;
- b) v predchádzajúci Obchodný deň s dátumom pôvodnej splatnosti, pokiaľ aspoň jeden Účet bude iného typu ako bežný Účet; alebo
- c) prvý Obchodný deň v príslušnom mesiaci, ak dátum splatnosti akejkoľvek úhrady prípadne na prvé dni mesiaca, ktoré nie sú Obchodným dňom;

avšak len pokiaľ sú v takto určenej dobe splnené všetky podmienky pre vykonanie príslušnej úhrady stanovené Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte. V opačnom prípade Banka Príkaz odmieta.

13.5 Okamih účinnosti pre každú úhradu na základe všetkých typov trvalých príkazov na automatický prevod neuvedených v tomto Oznámení nastáva v deň, kedy sú splnené všetky podmienky pre vykonanie príslušnej úhrady stanovené Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte.

13.6 Trvalý príkaz na úhradu v cudzej mene v rámci Banky alebo trvalý príkaz na automatický prevod musí byť doručený Banke najmenej dva Obchodné dni pred požadovaným dátumom splatnosti prvej úhrady. Pri zmene či zrušení daného trvalého príkazu v cudzej mene v rámci Banky musí byť príkaz doručený jeden Obchodný deň pred požadovaným dátumom zmeny / zrušenia. Trvalý príkaz na úhradu v cudzej mene v rámci Banky a trvalý príkaz na automatický prevod doručený Banke v kratšej lehote je Banka oprávnená odmietnuť.

Článok 14. Lehoty pre pripísanie finančných prostriedkov pre platby v rámci Banky a pre SEPA platby

14.1 Ak je klient príjemcom finančných prostriedkov prevádzaných príkazom na úhradu, príkazom na inkaso alebo trvalým príkazom na úhradu v rámci Banky, Banka tieto finančné prostriedky pripíše na Účet príjemcu najneskôr na konci dňa, kedy nastal Okamih účinnosti Príkazu.

14.2 Ak je klient príjemcom finančných prostriedkov prevádzaných z inej SEPA dosiahnuteľnej banky, Banka tieto finančné prostriedky pripíše na účet Klienta neodkladne potom, ako sú pripísané na jej účet.

14.3 Pri príkaze na úhradu z Účtu na účet vedený inou bankou v SEPA priestore zaistí Banka pripísanie finančných prostriedkov podľa príkazu na účet banky príjemcu najneskôr do konca Obchodného dňa nasledujúceho po dni, kedy nastal Okamih účinnosti Príkazu.

14.4 Pri prioritných SEPA platbách však Banka zaistí pripísanie finančných prostriedkov na účet banky príjemcu v deň, kedy nastal Okamih účinnosti Príkazu.

Článok 15. Cezhraničné bezhotovostné prevody

15.1 Cezhraničnými prevodmi sa rozumejú prevody finančných prostriedkov z jedného štátu do iného štátu alebo prevody finančných prostriedkov v cudzej mene medzi bankami v Slovenskej republike.

15.2 Cezhraničné prevody Banka vykonáva v týchto menách: AUD, EUR, BGN, CAD, CZK, CHF, DKK, GBP, HUF, JPY, NOK, PLN, RON, RUB, SEK, TRY, USD.

15.3 Ak Klient požiadava Banku o vykonanie platby v cudzej mene neuvedenej v článku 15.2, prijatím Príkazu Banka súhlasí s uskutočnením platby. Banka ďalej oznamuje Klientovi nasledujúce informácie a stanovuje nasledujúce podmienky pre vykonanie platby.

Okamih účinnosti Príkazu nastáva:

- a) v Obchodný deň, ktorý Klient uviedol ako deň splatnosti, ak je na tomto Príkaze uvedený dátum splatnosti, ktorý nenastal a ktorý pripadá na Obchodný deň, ak mu bol tento Platobný príkaz doručený pred dňom splatnosti;

² Zákon č. 492/2009 Z. z. o platobných službách a o zmene a doplnení niektorých zákonov.



- b) v Obchodný deň, kedy Banka tento Príkaz prijala, ak jej bol doručený do 12:00 hod. daného dňa a ak nie je na tomto Platobnom príkaze uvedený dátum splatnosti alebo uvedený dátum už nastal;
- c) nasledujúci Obchodný deň po dni, kedy Banka tento Príkaz prijala, ak jej bol doručený po 12:00 hod. daného dňa a ak nie je na tomto príkaze uvedený dátum splatnosti alebo uvedený dátum nastal; alebo
- d) v Obchodný deň po dátume splatnosti uvedenom na tomto Príkaze, ak je na tomto Príkaze Klientom stanovený dátum budúcej splatnosti pripadajúci na deň, ktorý nie je Obchodným dňom;

avšak iba pokiaľ sú v takto určenej dobe splnené všetky podmienky pre vykonanie takého Príkazu stanovené Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte. V opačnom prípade Banka tento Platobný príkaz odmietne, alebo, ak tak bolo dohodnuté s Klientom, Okamih účinnosti Platobného príkazu nastane až v deň, kedy sú splnené všetky podmienky pre vykonanie tohto Príkazu.

Pre prepočet cudzej meny, ktorá nie je uvedená v Oznámení, Banka použije prepočítací koeficient k EUR a Kurz platný v Okamihu účinnosti tohto Platobného príkazu v súlade s príslušným ustanovením Všeobecných podmienok upravujúcim predaj a nákup peňažných prostriedkov v cudzej mene.

Kurzy a prepočítacie koeficienty sú vyhlasované v Obchodný deň a Klientovi sú v príslušný Obchodný deň oznámené, a to pred podpisom Príkazu Klientom. Podpisom Príkazu vyslovuje Klient súhlas s použitým Kurzom a prepočítacím koeficientom.

Úhrady do zahraničia - všeobecné

- 15.4 Príkazom na úhradu do zahraničia je pokyn na úhradu v cudzej mene z Účtu do zahraničnej banky alebo do banky v Slovenskej republike alebo v EUR do banky, ktorá nie je v SEPA priestore.
- 15.5 Cezhraničné Príkazy môže Klient odovzdať Klientovmu obchodnému miestu.
- 15.6 Klient je pri predkladaní Cezhraničných Príkazov povinný včas odovzdať podklady potrebné na vykonanie cezhraničného prevodu, ak si to charakter prevodu vyžaduje alebo ak o to požiada pracovník Banky³.
- 15.7 Okamih účinnosti Príkazu nastáva:
 - a) v Obchodný deň, ktorý Klient uviedol ako deň splatnosti, ak je na Príkaze uvedený neskorší dátum splatnosti ako deň doručenia do Banky a tento dátum pripadá na Obchodný deň;
 - b) v Obchodný deň, kedy Banka Príkaz obdržala, ak jej bol Príkaz doručený v danom dni v lehote predloženia Príkazu stanovenej v bode 15.9 a ak nie je na Príkaze uvedený dátum splatnosti alebo uvedený dátum už nastal;
 - c) nasledujúci Obchodný deň po dni, kedy Banka Príkaz prevzala, ak jej bol doručený v danom dni po lehote predloženia Príkazu stanovenej v bode 15.9 a ak nie je na Príkaze uvedený dátum splatnosti alebo uvedený dátum nastal;
 - d) Obchodný deň po dátume splatnosti uvedenom na Príkaze, ak je na Príkaze Klientom stanovený dátum budúcej splatnosti pripadajúci na deň, ktorý nie je Obchodným dňom,

avšak iba pokiaľ sú v takto určenej dobe splnené všetky podmienky pre vykonanie Príkazu stanovené Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte. V opačnom prípade Banka Príkaz odmietne alebo, ak tak bolo dohodnuté s Klientom, Okamih účinnosti Príkazu nastane až v deň, keď sú splnené všetky podmienky pre vykonanie Príkazu.

- 15.8 Pre prepočet cudzej meny Banka použije Kurz platný v Okamihu účinnosti Príkazu, s výnimkou článku 15.7 b) tohto Oznámenia, kedy Banka použije Kurz Obchodného dňa platný v dobe doručenia Príkazu Banke.
- 15.9 V prehľadnej tabuľke je pre rôzne spôsoby spracovania úhrad do zahraničia v rôznych menách uvedený okamih účinnosti

predloženia Príkazu v požadovanom dni splatnosti Príkazu, do ktorého je Banke potrebné Príkaz predložiť, aby bola úhrada vykonaná najneskôr v lehote uvedenej v poslednom stĺpci, kde „D“ predstavuje deň predloženia Príkazu a číslica počet Obchodných dní.

Spracovanie úhrady do zahraničia	Mena	Lehota predloženia príkazu	Pripísanie úhrady do zahraničia na účet banky príjemcu
ŠTANDARD	AUD, JPY	15:30	D+2
	CAD, BGN, CZK, DKK, EUR, GBP, HUF, CHF, NOK, PLN, RON, RUB, SEK, TRY, USD		D+1
URGENT	HUF, PLN	9:00	D+0
	RUB	10:00	
	CAD, CZK, DKK, GBP, CHF, NOK, SEK	12:00	
	meny neuvedené v bode 15.2	12:00	
Úhrada v prospech účtov klientov Komerčnej banky, a.s. v Českej republike	EUR, USD	13:30	D+0
	BGN, CAD, DKK, GBP, HUF, CHF, NOK, PLN, RON, RUB, SEK, TRY	13:00	
	SEPA platba	14:00	
	CZK, USD	14:30	
	AUD, JPY	15:30	D+2

- 15.10 Pri Transakciách mimo EHP sú však lehoty pripísania v prospech účtu banky príjemcu závislé na spôsobe spracovania transakcie sprostredkujúcimi bankami.
- 15.11 V prípade, že Klient na Príkaze neoznačí spôsob spracovania, je platba spracovaná ako „Štandard“.
- 15.12 Pri platobných operáciách v rámci EHP a platbách v EUR do štátov, ktoré nie sú členmi EHP, ale patria do SEPA priestoru, budú poplatky spojené s prevodom uhradené z časti Klientom a z časti príjemcom („SHA“). Klient je povinný označiť Príkaz symbolom „SHA“, pokiaľ príslušný formulár alebo dátové pole umožňujú výber spôsobu úhrady poplatkov. V prípade, že Klient nevyberie typ poplatku, je Príkaz spracovaný s typom poplatku „SHA“. Pri Transakciách v rámci EHP v menách mimo EHP Klient berie týmto na vedomie, že mu bude Bankou účtovaná cena podľa Sadzovníka a že súčasne môže byť príjemcovi bankou príjemcu či sprostredkujúcimi bankami účtovaná cena vo výške určenej týmito bankami, prípadne môže byť o tieto ceny znížená čiastka prevodu.
- 15.13 Pri Transakciách mimo EHP, pokiaľ Klient určí, že ceny spojené s prevodom budú uhradené príjemcom úhrady („BEN“), berie týmto na vedomie, že čiastka prevodu bude znížená o poplatky Banky a súčasne môže byť čiastka prevodu znížená i o poplatky účtované sprostredkujúcimi bankami a bankou príjemcu platby. Pokiaľ Klient určí, že ceny spojené s prevodom budú uhradené z časti Klientom a z časti príjemcom („SHA“), berie týmto na vedomie, že mu bude Bankou účtovaný poplatok podľa Sadzovníka, a že súčasne môže byť príjemcovi bankou príjemcu alebo sprostredkujúcimi bankami účtovaný poplatok vo výške určenej týmito bankami, prípadne môže byť o tieto poplatky znížená čiastka prevodu. V prípade, že

³ § 12 ods. 1, 2 zák. č. 202/1995 Z.z. Devízový zákon a zákon, ktorým sa mení a dopĺňa zákon Slovenskej národnej rady č. 372/1990 Zb. o priestupkoch v znení neskorších predpisov



Klient uvedie na Príkaze „OUR“, budú poplatky spojené s prevodom uhradené Klientom. Banka nemôže zabezpečiť, že typ poplatku „OUR“ bude bankou príjemcu či sprostredkujúcou bankou dodržaný.

- 15.14 Pre spracovanie Príkazu na úhradu do zahraničia Banka použije na jeho spracovanie zahraničnú banku podľa vlastného výberu, ak nebolo s Klientom dohodnuté inak. Pokiaľ banka príjemcu úhradu nezrealizuje a vráti čiastku prevodu zníženú o svoje náklady späť Banke, prípiše Banka takto zníženú čiastku späť na Účet klienta.

Úhrady zo zahraničia

- 15.15 Príkazom na úhradu do zahraničia je daný pokyn na úhradu v cudzej mene alebo v EUR zo zahraničnej banky alebo v cudzej mene z inej banky v Slovenskej republike.
- 15.16 Úhrady zo zahraničia sú pripísané v prospech Účtu Klienta neodkladne po tom, kedy Banka finančné prostriedky obdrží, t.j. sú pripísané na jej účet najneskôr do 16:00 hodiny, a Banka obdrží od banky platiteľa všetky podklady potrebné pre pripísanie čiastky na Účet Klienta.
- 15.17 Úhrady s menovou konverziou sa pripisujú s použitím Kurzů z daného dňa, ktorý prikazujúca banka platiteľa určí ako deň, v ktorom Banka obdrží finančné prostriedky platným v okamihu prípravy účtovných údajov úhrady Bankou pre zúčtovanie.
- 15.18 Platobné operácie mimo EHP, pri ktorých musí Banka vykonať dodatočné upresnenie alebo šetrenie, sú pripísané v prospech Účtu príjemcu neodkladne po dokončení týchto činností s použitím Kurzů z daného dňa pripísania platby.
- 15.19 Banka bude účtovať poplatky podľa Sadzovníka v nadväznosti na typ poplatku uvedeného v platobných inštrukciách k úhrade do zahraničia. Ak bude v inštrukciách k úhrade uvedené, že poplatky spojené s prevodom budú uhradené príjemcom úhrady („BEN“) alebo budú uhradené z časti platiteľom a z časti príjemcom („SHA“), bude Banka účtovať poplatky podľa Sadzovníka, a súčasne môže byť čiastka prevodu znížená bankou platiteľa či sprostredkujúcimi bankami o ich poplatky. Pokiaľ bude v inštrukciách k úhrade, ktoré Banka obdrží uvedené, že poplatky spojené s prevodom budú uhradené platiteľom („OUR“), sú poplatky spojené s prevodom uhradené platiteľom.
- 15.20 Banka je oprávnená započítať poplatok za spracovanie platby a o tento poplatok znížiť prevádzanú čiastku pred jej pripísaním na Účet v prípadoch, kedy je na Účte príjemcu obmedzenie týkajúce sa vykonávania platobných operácií.
- 15.21 Údaje uvádzané pri platobných operáciách realizovaných systémom SWIFT sa môžu stať podľa amerického práva súčasťou informácií oznamovaných spoločnosťou S.W.I.F.T. (Spoločnosť pre celosvetovú medzibankovú finančnú telekomunikáciu) americkému ministerstvu financií pre účely boja proti terorizmu.

Trvalý Príkaz na úhradu do zahraničia

- 15.22 Trvalý Príkaz na úhradu do zahraničia sa používa na základe žiadosti Klienta na vykonávanie opakujúcich sa úhrad stanovených čiastok v stanovenom termíne pre rovnakého príjemcu v cudzej mene z Účtu do zahraničnej banky alebo do banky v Slovenskej republike alebo v EUR do banky, ktorá nie je v SEPA priestore.
- 15.23 Trvalý Príkaz na úhradu do zahraničia sa musí doručiť Banke najmenej dva Obchodné dni pred požadovaným dňom splatnosti prvej úhrady. Rovnaká lehota sa musí dodržať aj pri zrušení daného Trvalého Príkazu. Trvalý Príkaz na úhradu do zahraničia doručený Banke v kratšej lehote je Banka oprávnená odmietnuť.
- 15.24 Okamih účinnosti pre každú úhradu na základe Trvalého Príkazu na úhradu do zahraničia nastáva:
- v deň určený Klientom ako dátum splatnosti, pokiaľ je tento deň Obchodným dňom; alebo
 - Obchodný deň predchádzajúci dátumu splatnosti, pokiaľ nie je dátumom splatnosti Obchodný deň,

avšak pokiaľ sú v takto určenom čase splnené všetky podmienky pre vykonanie príslušnej úhrady stanovene Zmluvou a právnymi predpismi, vrátane dostatku voľných prostriedkov na Účte. Pokiaľ Okamih účinnosti nenastane iba z dôvodu nedostatku voľných prostriedkov na Účte, dátum splatnosti sa posunie na nasledujúci

Obchodný deň. V prípade, že ani v tento Obchodný deň nebudú splnené vyššie uvedené podmienky pre vykonanie príslušnej úhrady, Banka vykonanie úhrady odmietne.

- 15.25 Banka je oprávnená zrušiť trvalý Príkaz na úhradu do zahraničia, ak do 18 mesiacov od spracovania posledného trvalého Príkazu na úhradu do zahraničia nebol Bankou spracovaný ďalší trvalý Príkaz na úhradu do zahraničia.
- 15.26 Pre prepočet cudzej meny Banka použije Kurz platný v Okamihu účinnosti Príkazu

Článok 16. Šeky

- 16.1 Šek, cestovný šek alebo peňažná poukážka (ďalej v tejto časti „Šeky k zúčtovaniu“ označované spoločne ako „šek“) k zúčtovaniu musí byť predložený Banke osobou zo šeku oprávnenou. Šek k zúčtovaniu je možné predkladať v Klientovom obchodnom mieste spoločne s formulárom určeným Bankou (Príkaz na inkaso šeku), prípadne spoločne s formulárom alebo sprievodným listom schváleným Bankou, na ktorom sú uvedené Bankou požadované údaje.
- 16.2 Príkazom na inkaso šeku majiteľ šeku žiada Banku o obstaranie inkasa šeku.
- 16.3 Pri predložení šeku Banke na účely obstarania inkasa je majiteľ šeku povinný vždy na šeku urobiť zmocňovací indosament v prospech Banky s doložkou „na inkaso“ alebo textu obdobného právneho významu.
- 16.4 Pokiaľ Banka nerozhodne, že šek preplatí až po obdržaní platby od šekovníka (t.j. osoby, ktorá má podľa šeku platiť) alebo inkasnej banky, ani sa Klient a Banka nedohodnú inak, preplatí Banka šek okamžite na základe Príkazu na inkaso šeku doručeného Banke a prostriedky prípiše na Účet alebo odošle na účet Klienta v inej banke nasledujúcim spôsobom:
- v Obchodný deň, ktorý Klient uviedol ako deň splatnosti, ak bol Príkaz doručený Banke pred dňom splatnosti a ak je na Príkaze uvedený dátum splatnosti, ktorý nenastal a ktorý pripadá na Obchodný deň;
 - v Obchodný deň, kedy Banka Príkaz dostala, ak je Príkaz doručený do 13:00 hodín daného dňa a ak nie je na Príkaze uvedený dátum splatnosti alebo uvedený dátum už nastal;
 - nasledujúci Obchodný deň po dni, kedy Banka Príkaz dostala, ak jej bol doručený po 13:00 hodine daného dňa a ak nie je na Príkaze uvedený žiadny dátum splatnosti alebo uvedený dátum už nastal;
 - nasledujúci Obchodný deň po dátume splatnosti uvedenom na Príkaze, ak je na Príkaze Klientom stanovený dátum budúcej splatnosti pripadajúci na deň, ktorý nie je Obchodným dňom.
- 16.5 Pokiaľ Banka nepreplatí šek okamžite, preplatí šek až po obdržaní platby od šekovníka alebo inkasnej banky a prostriedky vyplatí Klientovi za podmienok a v lehotách uvedených v Príkaze na inkaso, pokiaľ sa Klient a Banka nedohodnú inak.
- 16.6 Pre prepočet cudzej meny Banka použije Kurz platný v čase, kedy Banka príkaz spracováva s výnimkou bodu (ii), kedy Banka použije Kurz, ktorý je platný v čase prevzatia príkazu Bankou.
- 16.7 Pokiaľ Klient bude požadovať zabezpečenie vykonania protestu šeku šekovníkom v prípade jeho nepreplatenia, musí túto skutočnosť uviesť v Príkaze na inkaso šeku. V takomto prípade je Klient povinný uhradiť Banke náklady s týmto súvisiace.

Článok 17. Vymedzenie pojmov a výkladové pravidlá

- 17.1 Pojmy s veľkým začiatočným písmenom majú v tomto Oznámení nasledujúci význam:

„Banka“ je Komerčná banka, a.s. so sídlom Praha 1, Na Příkopě 33, čp. 969, PSČ 114 07, Česká republika, IČO: 45317054, zapísaná v Obchodnom registri vedenom Mestským súdom v Prahe, oddiel B, vložka 1360, konajúca prostredníctvom organizačnej zložky Komerčnej banky, a.s., pobočka zahraničnej banky so sídlom Hodžovo námestie 1A, PSČ 811 06, Bratislava, IČO: 47 231 564, zapísaná v Obchodnom registri vedenom Okresným súdom Bratislava I, Oddiel: Po, Vložka č. 1914/B.



„**Bankové služby**“ sú akékoľvek bankové obchody, služby a produkty, ktoré je Banka oprávnená poskytovať v súlade s platnými právnymi predpismi.

„**BIC**“ je skratka pre Business Identifier Code, čo je swiftová adresa banky, ktorá umožňuje jednoznačnú identifikáciu príslušnej banky v danej krajine.

„**B2B**“ (alebo tiež „Business to Business“) je Platobná schéma určená pre fyzické osoby – podnikateľov a právnické osoby, ktoré využívajú SEPA inkaso.

„**CID**“ je skratka pre Creditor Identifier, ktorý slúži na jednoznačnú identifikáciu príjemcu SEPA inkás. CID je maximálne 35 znakový kód. Štruktúra CID pre Slovensko má pevnú dĺžku 18 miest a je vydávaný Národnou bankou Slovenska.

„**CORE**“ (alebo tiež „Business to Customer“) je Platobná schéma určená pre fyzické osoby – nepodnikateľov, fyzické osoby – podnikateľov a právnické osoby, ktorí využívajú SEPA inkaso.

„**EHP**“ je Európsky hospodársky priestor.

„**IBAN**“ je skratka pre International Bank Account Number, teda medzinárodné bankové číslo účtu, ktoré umožňuje Banke jednoznačnú identifikáciu čísla účtu, banky a krajiny platiteľa alebo príjemcu.

„**Jedinečný identifikátor**“ je bankové spojenie vo formáte IBAN (príp. číslo účtu v základnom tvare) a/alebo BIC, či iná identifikácia banky príjemcu alebo vo formáte čísla účtu v základnom tvare a kódu banky pre platobné operácie v rámci Banky.

„**Klient**“ je právnická osoba, ktorá využíva Bankové služby, prípadne osoba žiadajúca o poskytnutie Bankových služieb.

„**Klientove obchodné miesto**“ je obchodné miesto Banky nachádzajúce sa v sídle Banky alebo iné obchodné miesto Banky pokiaľ je zriadené.

„**Kurz**“ je výmenný kurz vyhlasovaný Bankou.

„**Neautorizované SEPA inkaso**“ je platba realizovaná na základe SEPA inkasa, ku ktorému platiteľ SEPA inkasa nedal príjemcovi súhlas.

„**Obchodný deň**“ je deň, ktorý neprípadá na sobotu, nedeľu, štátny sviatok ani ostatné dni pracovného pokoja v znení príslušných právnych predpisov a v ktorý je Banka otvorená pre poskytovanie Bankových služieb a zároveň sú pre poskytovanie platobných služieb otvorené iné inštitúcie, ktoré sa zúčastňujú poskytnutia Bankových služieb alebo na ktorých je poskytnutie Bankovej služby závislé.

„**Okamih účinnosti**“ je okamih prijatia Príkazu v zmysle zákona o platobných službách, určený v súlade s týmto Oznámením a so Zmluvou, keď sú splnené všetky podmienky stanovené Zmluvou alebo právnymi predpismi na pripísanie finančných prostriedkov na Účet alebo odpísanie finančných prostriedkov z Účtu na základe Príkazov, t.j. okamih, kedy dochádza (alebo má dôjsť) k prevzatíu finančných prostriedkov alebo odpísaniu finančných prostriedkov Bankou.

„**Oprávnená osoba**“ je osoba uvedená na Podpisovom vzore Klienta k Účtu.

„**Oznámenia**“ sú oznamy, v ktorých sú v súlade so Všeobecnými podmienkami alebo príslušnými Produktovými podmienkami stanovené ďalšie podmienky a technické aspekty poskytovania Bankových služieb, Oznámeniami nie sú najmä Oznámenia o úrokových sadzbách a kurzový lístok Banky.

„**Platobná schéma**“ je jednotný súbor pravidiel, postupov a noriem alebo prevádzacích pokynov, na ktorých sa dohodli poskytovatelia Platobných služieb, pre vykonávanie platobných transakcií v Európskej únii a v rámci členských štátov, oddelených od a akékoľvek infraštruktúry alebo platobného systému, ktorý zabezpečuje jeho prevádzku.

„**Platobné služby**“ sú Bankové služby, ktoré sú platobnými službami v zmysle zákona o platobnom styku a ktoré Banka poskytuje v súlade s podmienkami stanovenými Zmluvou. (napr. úhrady z Platobných Účtov, vydávanie Platobných prostriedkov).

„**Podpisový vzor**“ je vzor podpisu Oprávnenej osoby, slúžiaci k jej identifikácii pre účely nakladania s prostriedkami na Účte alebo za účelom podania žiadosti o poskytnutie Bankovej služby alebo k vykonaniu iného dohodnutého úkonu súvisiaceho s Bankovou službou. Podpisový vzor musí mať náležitosti plnej moci.

„**Príkaz**“ je platobný príkaz, t.j. pokyn Klienta, ktorým Banku žiada o vykonanie bezhotovostnej platobnej transakcie.

„**Príkaz na SEPA inkaso**“ má význam stanovený v článku 9. Oznámenia.

„**Produktové podmienky**“ sú podmienky Banky upravujúce poskytovanie jednotlivých Bankových služieb.

„**Sadzovník**“ je prehľad všetkých poplatkov, ostatných cien a iných platieb za Bankové služby a za úkony s Bankovými službami súvisiacimi.

„**SEPA dosiahnuteľná banka**“ je banka, ktorá je účastníčkou bankou SEPA Platobných schém pre úhrady a inkasa.

„**SEPA priestor**“ tvoria krajiny členských štátov EHP a územia, ktoré dobrovoľne pristúpili k SEPA pravidlám. Aktuálny zoznam všetkých krajín uplatňujúcich SEPA pravidlá je zverejnený na oficiálnych stránkach Rady pre európsky platobný styk - www.europeanpaymentscouncil.eu.

„**Splnomocnenec**“ je fyzická alebo právnická osoba, ktorú Klient splnomocnil, aby ho zastupovala vo vzťahu k Banke v rozsahu stanovenom v udelenej plnej moci, alebo ktorá je splnomocnená zastupovať Klienta na základe právneho predpisu alebo rozhodnutia súdu.

„**Transakcie mimo EHP**“ sú platobné transakcie z alebo do štátu, ktorý nie je členom Európskeho hospodárskeho priestoru.

„**Transakcie v rámci EHP**“ sú platobné transakcie z alebo do štátu, ktorý je členom Európskeho hospodárskeho priestoru.

„**UMR**“ je skratka pre Unique Mandate Reference, čo je maximálne 35 znakový jedinečný identifikačný kód mandátu pre SEPA inkaso, ktorý je stanovený príjemcom.

„**Účet**“ je bežný alebo vkladový účet Klienta vedený Bankou.

„**Zmluva**“ je zmluva o poskytnutí Bankovej služby uzavretá medzi Klientom a Bankou.

„**Zmluva o Platobných službách**“ je akákoľvek Zmluva, bez ohľadu na jej označenie, ktorej predmetom je poskytovanie Platobných služieb (napr. zmluva o zriadení a vedení bežného Účtu, zmluva o vydaní a užívaní platobnej karty).

Pokiaľ z kontextu nevyplýva inak, platia pri výklade tohto Oznámenia a Zmluvy nasledujúce pravidlá:

- a) pojem „banka“ zahŕňa všetkých poskytovateľov platobných služieb v zmysle zákona o platobných službách,
- b) „dátumom splatnosti“ alebo „dňom splatnosti“ sa rozumie dátum, ktorý Klient uviedol v Príkaze ako deň, kedy má dôjsť k odpísaniu finančných prostriedkov z Účtu,
- c) „zúčtovaním“ sa rozumie vo vzťahu k Príkazom pripísanie finančných prostriedkov na účet alebo odpísanie finančných prostriedkov z účtu,
- d) „Zmluvou“ sa rozumie Zmluva vrátane všetkých jej neoddeliteľných súčastí, hlavne vrátane Všeobecných podmienok tohto Oznámenia, prípadných Produktových podmienok, iných Oznámení a Sadzovníka,
- e) „platobnými operáciami v rámci EHP“ sa rozumie platobné operácie, pri ktorých je účet platiteľa aj príjemcu vedený v členskom štáte Európskej únie alebo v štáte tvoriacom EHP,
- f) „platobnou operáciou“ sa rozumie bezhotovostný prevod finančných prostriedkov z alebo na Účet,
- g) pojmom „príkaz“ sa rozumie ako Príkaz tak prípadne aj iný pokyn Klienta Banke,
- h) podmienky pre vykonanie Príkazu zahŕňajú predovšetkým náležitosti Príkazu podľa článku VII. Všeobecných podmienok alebo príslušných Produktových podmienok, súhlas platiteľa s platobnými transakciami podľa článku XII. Všeobecných podmienok a splnenie podmienok príslušného produktu podľa tohto Oznámenia a príslušných Produktových podmienok.

Článok 18. Prechodné ustanovenia

18.1 Prechodné ustanovenia nie sú dojednané.

Článok 19. Záverečné ustanovenia

19.1 Toto Oznámenie ruší a nahrádza Oznámenie o vykonávaní platobných operácií účinné od 1. 3. 2021.

19.2 Toto Oznámenie nadobúda účinnosť dňa 1. 11. 2021.

Article 1. Introductory Provisions

- 1.1 This Notice on the Payment Transactions (hereinafter the "**Notice**") is a Notice as envisaged in the General Business Terms and Conditions issued by the Bank (hereinafter the "**General Conditions**"). This Notice is part of the Contract and the Client is obliged to familiarise himself/herself with it and comply therewith.
- 1.2 Different provisions of Product Terms and Conditions shall prevail over the provisions of this Notice. Provisions of this Notice shall prevail over different provisions of the General Conditions.
- 1.3 Capitalised terms used herein shall have the meaning as defined in herein or in the General Conditions.

Article 2. General Provisions

- 2.1 When making payments under the payment system, the Bank shall proceed in compliance with law, a relevant Contract and banking practice.
- 2.2 The Client shall take full responsibility for ensuring that his/her payment orders (hereinafter the "**Order**") served to the Bank contain only truthful information and are in compliance with law and a relevant Contract.
- 2.3 The Bank shall be entitled to postpone the execution of the Client's Order when adhering to its legal duty to report.
- 2.4 The Bank shall be entitled to reject or postpone the execution of the Client's Order whose execution might be contrary especially to (i) law of the Slovak Republic and law of the country of the intermediary bank or (ii) business policy of the Bank or the intermediary bank. Due to reasons mentioned in the previous sentence the Bank shall also be entitled not to accept payments to the payee's account. The Client hereby acknowledges that for the above reasons an intermediary bank may return or withhold a payment.
- 2.5 If a conversion between a foreign currency and EUR or between foreign currencies is necessary in association with payment services, the Bank shall convert the currencies according to the principles set forth in Article XIX. of the General Conditions.
- 2.6 The Client shall submit orders on forms prescribed or, as the case may be, approved by the Bank (e.g., universal pre-printed forms or computer printouts). The Bank may approve a given form by executing an order. An imprint of Bank's rubber stamp shall not be considered as a confirmation that Moment of Effectiveness of the Order has occurred.
- 2.7 When crediting funds to an account, the Bank shall follow the payee's Unique Identifier, without which an Order cannot be properly executed. The Bank shall not be obliged to verify whether the Unique Identifier fits the name of the account and/or payee's other data and particulars. The Bank shall credit the funds to the account in accordance with the Unique Identifier even if it has found a discrepancy between the Unique Identifier and the name of the account and/or payee's other data and particulars the Bank shall have available, except for cases where such a transaction would contravene law⁴.
- 2.8 The Bank shall credit the funds to the payee's Account, provided that a correct Unique Identifier has been stated in an Order, in the currency of the payee's Account, notwithstanding the payment transaction currency.
- 2.9 In case that the funds cannot be credited due to an incorrect Unique Identifier, the Bank shall reject such a payment and transfer the funds back to the payer's bank.
- 2.10 The Client must state in the Order, without limitation, the following particulars and information:
 - a) Type of the Order (e.g., Payment Order or Collection Order);
 - b) Payer's Unique Identifier;

⁴ Notably Act No.297/2008 Coll., On Protection Against the Legalization of Proceeds of criminal Activities and on Protection against Financing of Terrorism, as amended.

- c) Payee's Unique Identifier;
- d) Amount (expressed in two decimal places, at a maximum), and currency.

The Client may also state other obligatory or optional data in the Order.

- 2.11 The Client shall be entitled to withdraw/cancel an Order on the Business Day immediately preceding the day on which the required Moment of Effectiveness of the Order should occur (at the latest).
- 2.12 The Client may submit (hand over) a written Order at the Client's Point of Sale.
- 2.13 The Bank may refuse to execute a part of a multiple Order if the grounds for refusal lie in a part of such an Order. The Bank shall inform the Client about the refusal of the Order in the manner set forth in the General Conditions.
- 2.14 If an Order for a payment transaction concerning the Client's Payment Account is submitted to the Bank by the Payment Initiation Service provider, the transaction shall be considered defective even if executed in accordance with the Order accepted under the Payment Services Act, as long as it has been executed in violation of the Order submitted by the Client to the Payment Initiation Service provider. In this case, the Bank has obligations towards the Client in accordance with the relevant provisions of the General Conditions.

Article 3. Cash Payment Services

- 3.1 The bank does not execute cash payment transactions except cash payment transactions mediated by third parties.

Article 4. SEPA Payment

- 4.1 A SEPA Payment is a cashless transfer of funds in EUR, whereby the Bank transfers the funds in EUR for its Clients to the debit of an Account kept with the Bank in any currency. The payer and payee's accounts must both be kept in the SEPA Area. The Order must contain a Unique Identifier in the IBAN format; the BIC is not mandatory. Fees related to the transfer shall be shared by the payer and payee ("SLEV" or "SHA" fees). If a SEPA payment is made between accounts kept with the Bank, the payer and payee's account must both be denominated in EUR.
- 4.2 The SEPA Payment may be submitted in a written or electronic form.
- 4.3 The funds shall be credited to the payee's bank account within one Business Day from the Moment of Effectiveness of the Order (at the latest).

Moment of Effectiveness of Standard SEPA Payment Orders

- 4.4 The Moment of Effectiveness of the Order handed over directly to the staff of the Bank's point of sale shall fall on:
 - (i) The Business Day on which the Bank has received the Order, if the Order has been delivered to the Bank by 16:00 hrs of the given day, unless a later date of payment (due date) is stated in the Order, or if the required date of payment (due date) has already occurred or none date of payment (due date) is stated at all;
 - (ii) The Business Day following the receipt of the Order, if the Order has been delivered to the Bank after 16:00 hrs of the given day;
 - (iii) The Business Day specified by the Client as the required date of payment (due date);
 - (iv) The immediately preceding Business Day, if the required date of payment (due date) set out in the Order falls on other day than a Business Day and the Order has been delivered to the Bank by 16:00 hrs of the immediately preceding Business Day (at the latest);
 - (v) The next succeeding Business Day, if the Order has been delivered to the Bank after 16:00 hrs of the Business Day immediately preceding the required date of payment (due date) set out in the Order;



However, this all provided that any and all prerequisites are met as set forth for the execution of the Order by the Contract and by law, including availability of liquid funds in the Account. Failing this, the Bank shall reject such an Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

Moment of Effectiveness of the SEPA Payment Order Delivered by Post Shall Fall on:

- (i) The Business Day immediately following the date of delivery to the Bank of the Order, unless a later date of payment (due date) is stated in the Order, or if the required date of payment (due date) has already occurred or none date of payment (due date) is stated at all;
- (ii) The Business Day specified by the Client as the required date of payment (due date);
- (iii) The Business Day immediately following the required date of payment (due date) stated in the Order, which does not fall on a Business Day, if the Order has been delivered to the Bank on the last Business Day before the required date of payment (due date);
- (iv) The Business Day immediately preceding the required date of payment (due date) stated in the Order, which does not fall on a Business Day, if the Order has been delivered to the Bank two (2) Business Days before the required date of payment (due date) at the latest;

However, this all provided that any and all prerequisites for the execution of the Order as set forth by the Contract and by law have been met by that time, including availability of liquid funds in the Account. Failing this, (a) in case of an Order for a payment between two current Accounts denominated in EUR, the Bank shall execute the Order on the next succeeding Business Day, on the condition that any and all prerequisites for the execution of the Order are met; otherwise the Bank shall reject such an Order, unless agreed otherwise with the Client; or (b) in other cases, the Bank shall either reject the Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

- 4.5 When converting a foreign currency, the Bank shall use the Exchange Rate effective on the Business Day on which the Moment of Effectiveness of the Order has occurred.

Moment of Effectiveness of Orders and Terms and Conditions of Priority SEPA Payments

- 4.6 A Priority SEPA Payment Order must be handed over by the Client directly to the staff of the Bank's point of sale.
- 4.7 The following conditions must be met so that the Priority SEPA Payment Order can be executed:
- a) The Client has submitted to the Bank the Priority SEPA Payment Order by 14:00 hrs of the required date of payment (due date), which must fall on a Business Day (at the latest); and
 - b) The Client has marked the payment in the given Order as a priority payment.
- 4.8 In case that a Priority SEPA Payment Order fails to meet the above terms and conditions or the Bank's banking system is not working in an on-line mode, the Bank shall be entitled to reject the Order.
- 4.9 If a Priority SEPA Payment Order is submitted, the Moment of Effectiveness of such an Order shall fall on the required date of payment (due date) set out in the Order, provided that any and all prerequisites are met as set forth by the Contract and by Law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject the Order.

Article 5. Real-Time EuroPayment Order

- 5.1 The Client must submit a real-time EuroPayment Order directly to an employee of the Client's Point of Sale.

- 5.2 The following conditions must be met so that the real-time EuroPayment Order can be executed:

- a) The Client has submitted to the Bank the real-time EuroPayment Order by 15:00 hrs of the required date of payment (due date), which must fall on a Business Day (at the latest); and
- b) The Client has marked the payment in the given Order as a real-time EuroPayment Order.

- 5.3 In case that a real-time EuroPayment Order fails to meet the above terms and conditions or the Bank's banking system is not working in an on-line mode, the Bank shall be entitled to reject the Order.

- 5.4 If a real-time EuroPayment Order is submitted, the Moment of Effectiveness of such an Order shall fall on the required date of payment (due date) set out in the Order, provided that any and all prerequisites are met as set forth by the Contract and by Law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject the Order.

Article 6. SEPA Payment Standing Order

- 6.1 A SEPA Payment standing Order shall be executed pursuant to a Client's instruction for repeated payments of a fixed amount of money in EUR to the same payee whose bank is located in the SEPA Area, at regular intervals.
- 6.2 The SEPA Payment standing order can be submitted either in a paper form or in an electronic form. It is not allowed to submit a SEPA Payment standing Order via the open banking channel.
- 6.3 When converting a foreign currency, the Bank shall use the Exchange Rate effective at the Moment of Effectiveness of the Order.

Moment of Effectiveness of the SEPA Payment Standing Order

The Moment of Effectiveness of each payment made based on a SEPA Payment standing Order shall fall on the day set out by the Client as the required date of payment (due date). If the required date of any payment in any month is not a Business Day, the Moment of Effectiveness shall fall on a Business Day immediately preceding the required date of payment (due date), however, only in case that any and all prerequisites are met at the given moment as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account. If the Moment of Effectiveness does not occur only due to the lacking available funds in the Account, the due date shall be postponed to the next succeeding Business Day. If the terms and conditions set above for a particular payment are not met by such a Business Day, the Bank shall reject to execute the payment.

- 6.4 A SEPA Payment standing Order must be delivered to the Bank at least two (2) Business Days before the required date of the first payment (due date). The Bank shall be entitled to reject a SEPA Payment standing Order if delivered later.

Article 7. SEPA Direct Debit

- 7.1 The SEPA Direct Debit is a cashless transfer of funds from a debtor's account made in EUR, initiated by a creditor via the creditor's bank, based on a previous agreement between the creditor and the debtor. The debtor and creditor's banks must both be SEPA Reachable Banks under a given payment scheme. The Bank shall only provide the SEPA Direct Debit service along with Accounts kept in EUR, under the B2B and CORE Payment Schemes

Article 8. SEPA Direct Debit on the Part of the Client – Debtor

- 8.1 The Bank shall execute the SEPA Direct Debit from the Account of the Client – debtor, i.e., shall deduct the required amount from the Account, based on the SEPA Direct Debit Mandate issued by the Client. If the Client – Debtor fails to issue the SEPA Direct Debit Mandate, the SEPA Direct Debit from the Client's Account shall be



disabled and the Bank shall not provide the SEPA Direct Debit from the Account of the Client – Debtor.

- 8.2 The SEPA Direct Debit Mandate submitted by the Client must contain all the below particulars:
- g) Debtor's account number in the IBAN format,
 - h) Unique mandate reference (UMR),
 - i) Creditor identifier (CID) of the payee authorised to collect (draw) cashless transfers of funds from the Client's Account,
 - j) Limit (cap) of a single collection,
 - k) Frequency, and
 - l) Other information as requested by the Bank's form.

When setting the limit (cap), the Client must take into account the maximum expected amount of a single collection under any circumstances.

- 8.3 The SEPA Direct Debit Mandate can be established, changed and/or cancelled in a written or electronic form. The Client shall be entitled to alter the limit for a single collection or the frequency. The SEPA Direct Debit Mandate (an order concerning its establishing, change, or cancellation) must be delivered to the Bank at least two (2) Business Days before the required date of collection (due date). The Bank shall be entitled to reject a SEPA Direct Debit Mandate if delivered later.
- 8.4 The Bank shall execute the SEPA Direct Debit, i.e., shall deduct the required amount from the Account of the Client – Debtor, in accordance with the SEPA Direct Debit Mandate issued pursuant to Article 8.2 hereof as at the required date of payment (due date), provided that there are sufficient liquid funds in the Account at the moment of the processing of the instruction. Failing this, the Bank shall not execute the direct debit instruction. The funds shall be credited to the payee bank's account no later than one Business Day from the Moment of Effectiveness of the Order determined pursuant to Article 4.4 hereof.
- 8.5 The SEPA Direct Debit Mandate shall expire unless the Bank receives any SEPA Direct Debit Order within 36 months from the last SEPA Direct Debit.
- 8.6 The Client – Debtor shall be entitled to cancel the SEPA Direct Debit, however no later than one day before it falls due.
- 8.7 The Client – Debtor shall be entitled to the refunding of the amount debited under the SEPA Direct Debit, even without giving a reason, for the period of 8 weeks from the moment of debiting such an amount from his/her Account. The Client – Debtor shall also be entitled to the refunding of the amount debited under the SEPA Direct Debit for the period of thirteen (13) months in case of an unauthorised SEPA Direct Debit. This provision shall not apply to the B2B Payment Scheme.

Article 9. SEPA Direct Debit on the Part of the Client – Creditor

- 9.1 The Bank shall make it possible for the Client – Creditor to submit SEPA Direct Debit Orders under a contract governing the given service that shall set forth terms and conditions for sending the SEPA Direct Debit Orders, however only with respect to EUR Accounts. The SEPA Direct Debit Order is an instruction for debiting funds from an account of a SEPA Direct Debit debtor issued by the Client – Creditor. In the SEPA Direct Debit Order, the Client – Creditor shall be obliged to specify data and information that shall match the agreement between the Client – Creditor and the SEPA Direct Debit debtor.
- 9.2 The SEPA Direct Debit Order may be submitted in a written or electronic form.
- 9.3 In case of both B2B and CORE Payment Schemes, the due date of the SEPA Direct Debit shall be determined as follows (except for SEPA Direct Debit Collection Orders with an advanced due date), the SEPA Direct Debit Order with the type/order "one-off", "first", "recurrent" and "last" must be submitted two Business Days before the SEPA Direct Debit due date.

- 9.4 The Moment of Effectiveness of the SEPA Direct Debit Order handed over in person at the Client's Point of Sale shall fall on:

- i. The Business Day set out by the Client as the required date of collection (due date), if the required date of collection (due date) stated in the SEPA Direct Debit Order has not yet occurred;
- ii. The Business Day at which the Bank receives the SEPA Direct Debit Order, if the Order has been delivered to the Bank by 16:00 hrs of the given day, if the required date of collection (due date) has already occurred or none date of collection (due date) is stated at all;
- iii. The Business Day preceding the required date of collection (due date) stated in the SEPA Direct Debit Order, if the Order has been delivered to the Bank by 16:00 hrs of the Business Day preceding the required date of collection (due date); failing this, the Bank shall execute such a SEPA Direct Debit Order on the next succeeding Business Day following the required date of collection (due date),

However, this all provided that any and all prerequisites for the execution of the SEPA Direct Debit Order as set forth by the Contract and by law have been met by that time. Failing this, the Bank shall reject such an Order or, if so agreed with the Client in advance and in a written form, the Moment of Effectiveness of the SEPA Direct Debit Order shall not occur before the day on which all the prerequisites are met so that the SEPA Direct Debit Order can be executed.

- 9.5 The SEPA Direct Debit payment that should be credited to the Account of the Client – Creditor shall be executed pursuant a sent SEPA Direct Debit Order. The Bank shall not be held liable for a possible non-execution of the payment that should be made on the basis of the SEPA Direct Debit, if either the debtor's bank or the debtor rejects the SEPA Direct Debit Order or if the Client – Creditor states erroneous data and/or information.

The Client – Creditor shall be entitled to cancel an already sent SEPA Direct Debit Order through the Bank's point of sale, electronic form, or Client Line. The Bank shall not be held liable for a possible non-execution of the cancellation of the SEPA Direct Debit Order by the debtor's bank.

The Client – Creditor shall be entitled to ask the Bank for a Reversal to the debtor of a payment credited on the basis of the SEPA Direct Debit within four (4) Business Days from the moment the funds have been credited to the Client's Account.

- 9.6 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit if it receives from the payer's bank a request for the SEPA Direct Debit Return within the below deadlines:
- a) In case of the CORE Payment Scheme, within five (5) Business Days from the moment the funds have been credited to the Client's Account,
 - b) In case of the B2B Payment Scheme, within three (3) Business Days from the moment the funds have been credited to the Client's Account.

- 9.7 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit under the CORE Payment Scheme if it receives from the payer's bank a request for the Refund of an authorised SEPA Direct Debit, even without any given reason, within 8 weeks from the moment the funds have been credited to the Client's Account.

- 9.8 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit under the CORE Payment Scheme if it receives from the payer's (debtor's) bank a request for the Refund of an unauthorised SEPA Direct Debit within 13 months from the moment the funds have been credited to the Client's Account.

- 9.9 The contract under which the Bank provides the Client with the service stated under this Article 9 shall expire unless the Bank receives any SEPA Direct Debit Collection Order within 36 months from the receipt of the last previous SEPA Direct Debit Collection Order.

**Article 10. FX Payment Order Valid within the Bank**

10.1 By this payment Order, the Client shall transfer the funds from his/her/its Account to the credit of a Payee's Account kept with the Bank. The payment Order may be submitted in a written or electronic form.

Moment of Effectiveness of the Payment Order

10.2 The Moment of Effectiveness of the payment Order handed over directly to the staff of the Client's Point of Sale or by post shall fall on the deadlines referred to under Article 4.4 hereof.

Article 11. FX Collection Order Valid within the Bank

11.1 A collection Order is understood as a Client's Order (instruction) to the Bank to transfer funds from an Account belonging to the Client (as a payer) and kept with the Bank to the credit of another Account belonging to the same Client (as a payee) and kept with the Bank, or to the credit of an Account belonging to another Client (as a payee) and kept with the Bank. The collection Order may be submitted in a written or electronic form.

11.2 The Client of the Bank may only submit an Order for a FX collection to the credit of a Client's Current Account and to the debit of Accounts kept with the Bank in a foreign currency. The payer and payee's Accounts must be kept in the same currency.

11.3 If the preconditions of the execution of the Collection Order are not met at the due date of the Collection Order, the execution of the Collection Order shall be repeatedly attempted on 4 successive Business Days under the multiple-round processing, until the preconditions are met. If the preconditions are not met by the aforesaid deadline, these Collection Order shall be rejected on the next succeeding Business Day.

11.4 The Bank shall be entitled to make the acceptance of collection Orders dependent on the entering with the Client-creditor into a Contract for the provision of such a service, and the execution of Client's each collection Order dependent on the fulfilment of the prerequisites set forth in such a Contract.

11.5 The Bank shall check whether funds may be collected from the Account of the Client-payer and whether the agreed-upon terms and conditions for the permission of the direct debit collection have been met so that funds can be collected from the given Account and credited to a payee's account based on a direct debit instruction submitted by the Client-payer.

Moment of Effectiveness of the Collection Order

11.6 The Moment of Effectiveness of a Collection Order submitted by the Client – payee shall occur:

- a) At the date of the required collection (due date) if the Collection Order has been delivered to the Bank at least two (2) Business Days before the required date of payment (due date); otherwise
- b) No later than on the second Business Day from the delivery of the Order to the Bank, if no required date of collection (due date) is stated in the Order or such a date has already occurred.

Article 12. Direct Debit Mandate Valid within the Bank

12.1 A direct debit mandate (i.e., an order authorising a collection from an Account) must contain a Unique Identifier of the entity that is entitled to collect (draw) cashless funds from the Client's Account. At the same time, the Client must set a limit for a single collection and the frequency. Failing this, the Bank shall reject the direct debit mandate. The limit must be pre-set as close as possible to an amount the Client may reasonably expect as a maximum amount of a single collection with regard to all contingent circumstances. The Client shall be entitled to alter the limit for a single collection or the frequency. If the collection should be permitted, the payee's Account and the payer's Account must be kept in the same currency.

12.2 The direct debit mandate may be submitted in a written or electronic form.

12.3 The direct debit mandate is not an Order, i.e., is not a payment order as envisaged in the Payment Services Act⁵. However, the direct debit mandate is an authorisation of payment transactions within the meaning of the aforesaid Act.

12.4 The direct debit mandate (an order concerning its establishing, change, or cancellation) must be delivered to the Bank at least two (2) Business Days before the required date of collection (due date). The Bank shall be entitled to reject a direct debit mandate if delivered later.

Article 13. Standing Order for a FX Payment within the Bank / Automatic Transfer Standing Order

13.1 A standing Order for a FX payment within the Bank shall be executed pursuant to a Client's instruction for repeated payments of a fixed amount of money to the same payee at regular intervals. The Client can only establish a standing order for payments in a foreign currency. The current account to which the payment is credited and the current Account from which it is debited must be kept in the same currency or at least one of them must be denominated in EUR.

13.2 A standing Order relating to an automatic transfer shall be used for transferring variable amounts of money for the following purposes:

- a) Transferring a surplus balance without specifying a fixed date; or at a fixed date; such a transfer can be made to the credit of an Account kept with the Bank or by another bank located in the Slovak Republic;
- b) Maintaining a minimum balance; such a transfer can only be made to the credit of an Account kept with the Bank.

13.3 A standing Order relating to an automatic transfer may be submitted in a written form or in an electronic form.

Moment of Effectiveness of the Standing Order for a FX Payment / Automatic Transfer Standing Order

13.4 The Moment of Effectiveness of each payment made based on a standing payment Order and/or a standing Order relating to an automatic transfer with a fixed date of payment shall fall on the day set out by the Client as the required date of payment (due date). However, if a required date of any payment in any month is not a Business Day, the Moment of Effectiveness shall fall on:

- a) The previous Business Day, if the funds are transferred between two current Accounts; or
- b) The previous Business Day, with the original date of payment (due date), if at least one of the Accounts is not a current Account; or
- c) The first Business Day of the given month, if a due date of any payment falls on first days in the month that are not Business Days;

However, this all provided that any and all prerequisites are met as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account. Failing this, the Bank shall reject the Order.

13.5 The Moment of Effectiveness of each payment made based on all types of standing Orders relating to automatic transfers and not referred to in this Notice shall fall on the day on which all prerequisites are met as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account.

13.6 A standing Order for a FX payment within the Bank and/or standing Order relating to an automatic transfer must be delivered to the Bank at least two (2) Business Days before the required date (due date) of the first payment. If the given standing Order is to be altered or cancelled, the relevant instruction must not be delivered later than one Business Day before the required date of the alteration/cancellation. The Bank shall be entitled to reject a standing payment Order and/or standing Order relating to an automatic transfer if delivered later.

⁵ Act No. 492/2009 Coll., On Payment Services and on Amendment to Certain Acts.

**Article 14. Deadlines for Crediting the Funds under Payments Made within the Bank and SEPA Payments**

- 14.1 If the Client is a payee of funds transferred by a Payment Order, Collection Order, or standing payment order within the Bank, the Bank shall credit these funds to the payee's Account before the end of the day on which the Moment of Effectiveness of the Order has fallen (at the latest).
- 14.2 If the Client is a payee of funds transferred from another bank by payments made under the SEPA system, the Bank shall credit these funds to the Client's Account as soon as they are credited to the Bank's account.
- 14.3 In case of an Order for a payment to be made from the Account to an account kept with another bank within the SEPA Area, the Bank shall ensure that the funds shall be, in accordance with the Order, credited to an account of the payee's bank before the end of the Business Day following the day on which the Moment of Effectiveness of the Order has occurred (at the latest).
- 14.4 However, in case of Priority SEPA Payments, the Bank shall ensure that the funds shall be credited to an account of the payee's bank on the same day on which the Moment of Effectiveness of the Order has occurred.

Article 15. Cashless Cross-Border Payment Transactions

- 15.1 Cross-border transfers are transfers of funds from a country to another country or transfers of funds in a foreign currency between banks located in the Slovak Republic.
- 15.2 The Bank shall execute the cross-border transfers in the following currencies: AUD, EUR, BGN, CAD, CZK, CHF, DKK, GBP, HUF, JPY, NOK, PLN, RON, RUB, SEK, TRY and USD.
- 15.3 If the Client asks the Bank to make a payment in any currency not listed under Article 15.2, the Bank shall agree to make such a payment by accepting the Order. The Bank shall further send to the Client the below information and set the below terms and conditions of the execution of the payment.

The Moment of Effectiveness of the Order shall fall on:

- The Business Day set out by the Client as the required date of payment (due date), if the Order states a due date, which has not yet occurred and which falls on a Business Day, provided that the Order has been delivered to the Bank before the required date of payment (due date);
- The Business Day on which the Bank has received the Order, if the Order has been delivered to the Bank by 12:00 hrs of the given day and no required date of payment (due date) is stated in the Order or such a date has already occurred;
- The Business Day following the date of delivery of the Order to the Bank, if the Order has been delivered to the Bank after 12:00 hrs of the given day and no required date of payment (due date) is stated in the Order or such a date has already occurred; or
- The Business Day following the required date of payment (due date) stated in the Order, if the Client set out a future date of payment (due date) that does not fall on a Business day;

However, this all provided that any and all prerequisites are met as set forth by the Contract and by law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject such an Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

The Bank shall convert any currencies not listed in the Notice using a EUR conversion coefficient and an Exchange Rate effective at the Moment of Effectiveness of the Order in accordance with a relevant provision of the General Conditions governing the purchase and sale of foreign exchange.

The Exchange Rates and conversion coefficients are published and communicated to the Client on a given Business Day, before

the Client signs the Order. By signing the Order, the Client agrees with the applied Exchange Rate and conversion coefficient.

Payments Made Abroad – General Provisions

- 15.4 An Order for a payment made abroad shall mean an instruction for a payment in a foreign currency to be made from an Account to a foreign bank, or a payment in a foreign currency to be made to a bank located in the Slovak Republic.
- 15.5 The Client may submit a Cross-Border Payment Order at the Client's Point of Sale.
- 15.6 When submitting a Cross-Border Payment Order, the Client shall be obliged to present to the Bank any and all documents necessary for the execution of the cross-border payment, if it is required by the nature of the transfer or by the staff of the Bank6.
- 15.7 The Moment of Effectiveness of the Order shall fall on:
- The Business Day set out by the Client as the required date of payment (due date), if the Order states a due date that is later than the date of the delivery to the Bank of the Order and that falls on a Business Day;
 - The Business Day on which the Bank has received the Order, if the Order has been delivered to the Bank on the given day by the Order submission deadline as specified under Article 15.9, and no required date of payment (due date) is stated in the Order or such a date has already occurred;
 - The Business Day following the day on which the Bank has accepted the Order, if the Order has been delivered to the Bank on the given day after the Order submission deadline as specified under Article 15.9, and no required date of payment (due date) is stated in the Order or such a date has already occurred;
 - The Business Day following the required date of payment (due date) stated in the Order, if the Client has set out a future due date in the Order and it falls on other day than a Business Day;

However, this all provided that any and all prerequisites for the execution of the Order as set forth by the Contract and by law have been met by that time, including availability of liquid funds in the Account. Failing this, the Bank shall reject such an Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

- 15.8 When converting a foreign currency, the Bank shall use the Exchange Rate effective at the Moment of Effectiveness of the Order, except for the cases referred to under Article 15.7(b) hereof, whereby the Bank shall use the Business Day Exchange Rate effective at the time of the delivery to the Bank of the Order.
- 15.9 The table below shows particular times of the required date of payment of the Order applicable to respective modes of processing the payment in different currencies, by which the Order must be submitted to the Bank so that the payment can be made by the deadline stated in the last column ("D" stands for the submission date of the Order and the numeral after the plus sign a number of Business Days).

⁶ Section 12(2)(2) of Act No. 202/1995 Coll., Foreign Exchange Act, changing and amending the Act of the National Council of the Slovak Republic No. 372/1990 Coll., On Offences, as amended.



Processing of the payment made abroad	Currency	Order submission deadline	Crediting of the payment made abroad to the payee bank's account
STANDARD	AUD, CAD, JPY, RUB, TRY, USD	15:30	D+2
	BGN, CHF, CZK, DKK, EUR, GBP, HUF, NOK, PLN, RON, SEK, TRY, USD		D+1
EXPRESS	CAD, RUB, TRY, USD	14:30	D+1
URGENT	HUF, PLN	9:00	D+0
	RUB	10:00	
	CAD, CHF, CZK, DKK, GBP, NOK, SEK	12:00	
	Currencies not listed in Art 15.2	12:00	
	EUR, USD	13:30	
Payments to accounts of clients of Komerční banka, a.s. in the Czech Republic	BGN, CAD, CHF, DKK, GBP, HUF, NOK, PLN, RON, RUB, SEK, TRY	13:00	D+0
	SEPA Payment	14:00	
	CZK, USD	14:30	D+2
	AUD, JPY	15:30	

- 15.10 In case of Transactions outside EEA, the deadlines for the crediting of the funds to an account of a payee's bank shall depend on the manner of processing a transaction by intermediary banks.
- 15.11 If the Client fails to specify in the Order the manner of processing of the payment, it shall be processed in the "Standard" mode.
- 15.12 In case of payment transactions made inside the EEA and payments in EUR made to countries outside the EEA, which are part of the SEPA Area, fees related to the transfer shall be shared by the Client and the payee ("SHA" fees). The Client shall be obliged to designate the Order with the "SHA" charge code, provided that a relevant form or data field make it possible to choose a manner of payment of the fees. If the Client fails to designate the manner of payment of the fees, the given Order shall be processed as if the "SHA" charge code were chosen. In case of the Transactions within EEA executed in currencies other than EEA currencies, the Client hereby acknowledges that the Bank shall charge him/her with a fee as per the Tariff of Fees and, at the same time, the payee's bank and/or intermediary banks may charge the payee with a fee set forth by these banks, or the transferred amount may be reduced by the amount of the aforesaid fees.
- 15.13 If, in case of Transactions outside the EEA, the Client determines that fees related to the transfer should be paid by the payee – beneficiary of the payment ("BEN"), he/she hereby acknowledges that the transferred amount shall be decreased by the Bank's fees and, at the same time, may also be decreased by fees charged by intermediary banks. If the Client determines that fees related to the transfer should be shared by the Client and the payee ("SHA"), he/she hereby acknowledges that the Bank shall charge him/her

with a fee as per the Tariff of Fees and, at the same time, the payee's bank and/or intermediary banks may charge the payee with a fee set forth by these banks, or the transferred amount may be reduced by the aforesaid fees. In case that the Client states the specification "OUR" in the Order, the fees related to the transfer shall be paid by the Client. The Bank cannot guarantee that the payee's bank and/or intermediary banks shall honour the "OUR" type of the fee.

- 15.14 The Bank shall choose, solely at its discretion, a foreign bank that shall process an Order for a payment made abroad, unless agreed upon otherwise with the Client. If the recipient bank fails to settle the payment and sends back to the Bank the amount of the payment less any costs incurred by itself, the Bank shall credit the reduced amount of the payment back to the Client's Account.

Payments from Abroad

- 15.15 An Order for a payment from abroad shall mean an instruction for a payment in a foreign currency or EUR to be made from a foreign bank, or a payment in a foreign currency to be made from another bank located in the Slovak Republic.
- 15.16 Payments from abroad shall be credited to the Client's Account as soon as the Bank receives the funds i.e., if they are credited to its account by 16:00 hrs at the latest, and after the Bank receives from a payee's bank any and all information without which the funds cannot be credited to the Client's Account.
- 15.17 Payments that include a currency conversion shall be credited using the Exchange Rate effective at the date indicated by the payee's bank as the day on which the Bank should receive the funds, specifically, at the moment of the preparation by the Bank of accounting data for the clearance of the payment.
- 15.18 In case of payment transactions made outside the EEA whereby the Bank has to conduct additional investigation or arrangement, the funds shall be credited to the payee's Account as soon as the Bank has completed such investigation or arrangement. The Bank shall use the Exchange Rate effective at the date of crediting the funds.
- 15.19 The Bank shall charge fees as per the Tariff of Fees, in relation to the type of a fee specified in the payment instructions for payment from abroad. If the payment instructions indicates that fees related to the transfer should be paid by the payee – beneficiary of the payment ("BEN") or should be shared by the payer and payee ("SHA"), the Bank shall charge him/her with a fee as per the Tariff of Fees and that, at the same time, the transferred amount may be decreased by the fees charged by the payer's bank and/or intermediary banks. If the payment instructions received by the Bank require that the fees related to the transfer should be paid by the payer ("OUR"), the fees related to the transfer shall be paid by the payer.
- 15.20 If there are any restrictions on payments in the payee's Account, the Bank shall be entitled to set off a fee for the processing of a payment and deduct it from the transferred amount before the amount is credited to the Account.
- 15.21 Pursuant to US law, the data and information related to international payment transactions executed via the SWIFT system may become part of information transmitted by SWIFT (the Society for Worldwide Interbank Financial Telecommunication) to the US Department of the Treasury as part of the Terrorist Finance Tracking Programme.

Standing Orders for Payments to Be Made Abroad

- 15.22 A standing Order for a payment to be made abroad shall be executed pursuant to a Client's instruction for repeated payments of a fixed amount of money to the same payee at regular intervals, in a foreign currency or in EUR from the Account to a foreign bank, or in a foreign currency to a bank located in the Slovak Republic.
- 15.23 A standing Order for a payment to be made abroad must be delivered to the Bank at least two (2) Business Days before the required date of the first payment (due date). The same deadline shall also apply if a standing payment Order is to be cancelled. The Bank shall be entitled to reject a standing payment Order if delivered later.



15.24 The Moment of Effectiveness of each payment made pursuant to a standing payment Order shall fall on:

- (i) The day specified by the Client as required date of payment (due date), if that day is a Business Day,
- (ii) The previous Business Day, if the Client set out a date of payment (due date) that does not fall on a Business Day,

However, this all provided that any and all prerequisites are met as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account. If the Moment of Effectiveness does not occur only due to the lacking available funds in the Account, the due date shall be postponed to the next succeeding Business Day. If the conditions set above for a particular payment are not met by such a Business Day, the Bank shall reject to execute the payment.

15.25 The Bank shall be entitled to cancel a standing Order for a payment to be made abroad unless any new standing Order for a payment to be made abroad is processed by the Bank within 18 months from the processing of the last previous standing Order for a payment to be made abroad.

15.26 When converting a foreign currency the Bank shall use the Exchange Rate effective at the Moment of Effectiveness of the Order.

Article 16. Cheques

16.1 A cheque, traveller's cheque or money order (hereinafter in this section the "cheques to be accepted for clearance" referred to jointly as the "cheque") to be accepted for clearance must be presented to the Bank by the cheque beneficiary, along with a form prescribed by the Bank (Collection Order) or with a form or a covering letter approved by the Bank in which the data required by the Bank are stated. A cheque to be accepted for clearance may be presented at any of Bank's points of sale and, if the cheque is to be paid in cash, at a Bank's point of sale that ensures cash payments in the relevant currency.

16.2 By submitting a Collection Order, the owner of the cheque asks the Bank to mediate the collection of the cheque.

16.3 When submitting a cheque to the Bank which should mediate the collection thereof, the holder of the Cheque shall always be obliged to annex to the cheque an enabling endorsement in favour of the Bank with a clause "to be collected" or another clause of a similar legal force.

16.4 Unless the Bank decides to honour the cheque only after it receives the amount of the cheque from the drawee (i.e., the person obliged to pay) or the collecting bank, or unless the Client and the Bank agree otherwise, the Bank shall honour the cheque immediately based on a Collection Order delivered to the Bank and shall credit the funds to the Account, pay them in cash, or transfer them to the Client's account kept with another bank in the following manner:

- (i) On the Business Day specified by the Client as the due date, if the order includes a due date that has not yet occurred and that falls on a Business Day and the order has been delivered to the Bank before the due date;
- (ii) On the Business Day on which the Bank receives the order, if the order has been delivered to the Bank by 13:00 hrs of the given day and no due date is specified in the order or the due date has already occurred;
- (iii) On the Business Day following the day on which the Bank has received the order, if the order has been delivered to the Bank after 13:00 hrs of the given day and no due date is specified in the order or the due date has already occurred;
- (iv) On the Business Day following the due date specified in the order, if the Client has specified a future due date in the order and the due date falls on any other day than a Business Day.

16.5 If the Bank does not honour the cheque immediately; it shall honour it after it receives the payment from the drawee or collecting bank and shall subsequently pay the funds to the Client under the terms and conditions and within the deadlines set forth in

the Collection Order, unless the Client and the Bank agree otherwise.

16.6 When converting a foreign currency, the Bank shall use the Exchange Rate effective at the time the order shall be processed by the Bank, with the exception of the paragraph (ii) whereby the Bank shall use Exchange Rate effective at the time the order has been accepted by the Bank.

16.7 If the Client demands that a drawee protest a cheque in case of dishonour of the cheque, he/she must make a formal notice of his/her demand in the instruction for collection of the cheque (Collection Order). In that case, the Client shall be obliged to reimburse the Bank for any costs incurred in association therewith.

Article 17. Definition of Terms and Rules of Interpretation

17.1 Capitalised terms herein shall have the following meanings:

"**Account**" shall mean the Client's current deposit account kept with the Bank.

"**Authorised Individual**" shall be a person listed in the Client's Specimen Signature pertaining to the Account.

"**Bank**" shall mean Komerční banka, a.s., with its registered office at Na Příkopě 33/969, Prague 1, Postal Code: 114 07, IČ (Company ID): 45317054, entered in the Commercial Register maintained by the Municipal Court in Prague in Section B, Insert 1360, acting through a branch company Komerční banka, a.s., pobočka zahraničnej banky with its registered office at Hodžovo námestie 1A, PŠČ 811 06, Bratislava, IČO (Company ID): 47 231 564 entered in the Commercial Register maintained by the Municipal Court Bratislava I, Section: Po, Insert 1914/B.

"**Banking Services**" shall mean any banking business, services and products, which the Bank is authorized to provide in accordance with applicable law.

"**BIC**" stands for the Business Identifier Code, which is a bank's SWIFT address that unambiguously identifies a particular bank in a particular country.

"**Business Day**" shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depends, are open and provide the relevant services.

"**B2B**" ("Business to Business") is a Payment Scheme intended for natural persons – businesses and legal persons that use SEPA Direct Debit.

"**CID**" stands for the Creditor Identifier. A code consisting of up to 35 characters, CID serves to unambiguous identification of the SEPA Direct Debit beneficiary. In the Slovak Republic, it has a fixed length of 18 characters and is issued by the National Bank of Slovakia.

"**Client**" shall mean a legal person that uses the Banking Services, or the person requesting a provision of the Banking Services

"**Client's Point of Sale**" shall be the point of sale located in the headquarters of the Bank or another place of business of the Bank, if it is established.

"**Contract**" shall mean the contract for the provision of a Banking Service entered into by the Client and the Bank.

"**CORE**" ("Business to Customer") is a Payment Scheme intended for natural persons – non-business, natural persons –business and legal persons that use SEPA Direct Debit.

"**EEA**" stands for the European Economic Area.

"**Exchange Rate**" or "**Rate**" shall mean an exchange rate published by the Bank.

"**IBAN**" stands for the International Bank Account Number that makes it possible for the Bank to unambiguously identify an account number, bank and payee's or payer's country.

"Moment of Effectiveness" shall mean the moment at which an Order is accepted as envisaged by the Payments Act, determined in accordance with this Notice and the Contract, at which all prerequisites shall be met as set forth by the Contract or by Law for the acceptance of the crediting or the debiting of funds from an Account, i.e., the moment at which the Bank shall (or should) receive or debit the funds.

"Notices" shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Conditions or relevant Product Terms and Conditions. The following documents, without limitation to them, are not Notices: the Notice on Interest Rates, and Bank's exchange rate list.

"Order" shall be a payment order, i.e., an instruction in which the Client asks the Bank to execute a payment transaction.

"Payment Scheme" shall be a unified set of rules, procedures and standards/ instructions agreed upon by providers of Payment Services and applicable to payment transactions executed in the European Union and its member states. It is independent of any infrastructure and/or payment system that provides for its operation.

"Payment Services" shall be Banking Services falling within the scope of payment services as envisaged by the Payment Services Act (e.g., transfers from payment Accounts, issuing of payment instruments).

"Payment Services Contract" shall mean any Contract (irrespective of its specific title) for the provision of Payment Services, e.g., a contract for opening and maintaining a current Account or contract for the issue and use of a payment card).

"Product Terms and Conditions" shall mean Bank's terms and conditions regulating the provision of separate Banking Services.

"Proxy" shall mean a natural or legal person authorised by the Client by power of attorney to represent the Client in relation to the Bank within the scope stipulated by the power of attorney, or authorised to represent the Client under provisions of law or a court decision.

"SEPA Area" consists of member countries of the EEA and territories that have voluntarily acceded to the SEPA rules. An updated list of all countries that apply the SEPA rules is available at the official website of the European Payments Council: www.europeanpaymentscouncil.eu.

"SEPA Direct Debit Order" shall have the meaning defined under Article 8 hereof. The terms "creditor" and "debtor" are herein used within the meaning "payee" and "payer".

"SEPA Reachable Bank" is a bank that is a participant in the SEPA Payment Schemes with respect to payments and collections.

"Specimen Signature" is a model signature of an Authorised Individual serving for the purposes of his/her identification while handling the funds in the Account, filing an application for the provision of a Banking Service, or taking other agreed-upon steps in association with a Banking Service. The Specimen Signature must have all particulars of a power of attorney.

"Tariff of Fees" shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

"Transactions outside EEA" shall mean payment transactions made from or to a country that is not a member of the European Economic Area.

"Transactions within EEA" shall mean payment transactions made from or to a country that is a member of the European Economic Area (EEA).

"UMR" stands for the Unique Mandate Reference, i.e. a unique mandate identification code applicable to SEPA Direct Debit, which consists of up to 35 characters and is assigned by a SEPA Direct Debit creditor.

"Unique Identifier" shall mean a banking link expressed by IBAN (or, as the case may be, an account number in the basic form) and /or by BIC, or another identification of the payee's bank, or by an account number in the basic form and bank code for payments made within the Bank.

Unless the context suggests otherwise, the following rules shall apply to the interpretation of this Notice and the Contract:

a) The term "bank" shall include any and all providers of payment services as envisaged in the Payment Services Act;

- b) A "required date of payment" or "due date" shall mean the date specified by the Client in an Order as the day of deducting the funds from an Account or withdrawing cash;
- c) "Clearance" or "settlement" of Orders shall mean crediting/debiting of funds to/from an account;
- d) The "Contract" shall mean the Contract itself including any and all constituent parts thereof, in particular the General Conditions, this Notice, potential Product Terms and Conditions, other Notices and the Tariff of Fees;
- e) A "payment transaction inside the EEA" shall mean any transaction whereby the payer and payee's accounts are kept in a member state of the European Union or in a member country of the European Economic Area (EEA);
- f) A "payment transaction" shall mean depositing of funds into an Account or withdrawal of funds from an Account, or a cashless transfer of funds to or from an Account;
- g) An "order" shall mean the "Order" or another instruction given by the Client to the Bank;
- h) Terms, conditions and prerequisites of the execution of an Order shall include, above all, all particulars of an Order as specified under Article VII of the General Conditions or relevant Product Terms and Conditions, payer's consent to a payment transaction pursuant to Article XII of the General Conditions and fulfilment of the terms and conditions set forth in this Notice and relevant Product Terms and Conditions.

Article 18. Transitory Provisions

18.1 Not provisions are specified.

Article 19. Final Provisions

19.1 This Notice shall repeal and replace the Notice on the Payment Transaction effective as of 17 August 2019.

19.2 This Notice comes into effect as at 17 July 2020.

Article 20. Introductory Provisions

20.1 This Notice on the Payment Transactions (hereinafter the "**Notice**") is a Notice as envisaged in the General Business Terms and Conditions issued by the Bank (hereinafter the "**General Conditions**"). This Notice is part of the Contract and the Client is obliged to familiarise himself/herself with it and comply therewith.

20.2 Different provisions of Product Terms and Conditions shall prevail over the provisions of this Notice. Provisions of this Notice shall prevail over different provisions of the General Conditions.

20.3 Capitalised terms used herein shall have the meaning as defined in herein or in the General Conditions.

Article 21. General Provisions

21.1 When making payments under the payment system, the Bank shall proceed in compliance with law, a relevant Contract and banking practice.

21.2 The Client shall take full responsibility for ensuring that his/her payment orders (hereinafter the "**Order**") served to the Bank contain only truthful information and are in compliance with law and a relevant Contract.

21.3 The Bank shall be entitled to postpone the execution of the Client's Order when adhering to its legal duty to report.

21.4 The Bank shall be entitled to reject or postpone the execution of the Client's Order whose execution might be contrary especially to (i) law of the Slovak Republic and law of the country of the intermediary bank or (ii) business policy of the Bank or the intermediary bank. Due to reasons mentioned in the previous sentence the Bank shall also be entitled not to accept payments to the payee's account. The Client hereby acknowledges that for the above reasons an intermediary bank may return or withhold a payment.



- 21.5 If a conversion between a foreign currency and EUR or between foreign currencies is necessary in association with payment services, the Bank shall convert the currencies according to the principles set forth in Article XIX. of the General Conditions.
- 21.6 The Client shall submit orders on forms prescribed or, as the case may be, approved by the Bank (e.g., universal pre-printed forms or computer printouts). The Bank may approve a given form by executing an order. An imprint of Bank's rubber stamp shall not be considered as a confirmation that Moment of Effectiveness of the Order has occurred.
- 21.7 When crediting funds to an account, the Bank shall follow the payee's Unique Identifier, without which an Order cannot be properly executed. The Bank shall not be obliged to verify whether the Unique Identifier fits the name of the account and/or payee's other data and particulars. The Bank shall credit the funds to the account in accordance with the Unique Identifier even if it has found a discrepancy between the Unique Identifier and the name of the account and/or payee's other data and particulars the Bank shall have available, except for cases where such a transaction would contravene law⁷.
- 21.8 The Bank shall credit the funds to the payee's Account, provided that a correct Unique Identifier has been stated in an Order, in the currency of the payee's Account, notwithstanding the payment transaction currency.
- 21.9 In case that the funds cannot be credited due to an incorrect Unique Identifier, the Bank shall reject such a payment and transfer the funds back to the payer's bank.
- 21.10 The Client must state in the Order, without limitation, the following particulars and information:
- Type of the Order (e.g., Payment Order or Collection Order);
 - Payer's Unique Identifier;
 - Payee's Unique Identifier;
 - Amount and currency.
- The Client may also state other obligatory or optional data in the Order.
- 21.11 The Client shall be entitled to withdraw/cancel an Order on the Business Day immediately preceding the day on which the required Moment of Effectiveness of the Order should occur (at the latest).
- 21.12 The Client may submit (hand over) a written Order at the Client's Point of Sale.
- 21.13 The Bank may refuse to execute a part of a multiple Order if the grounds for refusal lie in a part of such an Order. The Bank shall inform the Client about the refusal of the Order in the manner set forth in the General Conditions.
- 21.14 If an Order for a payment transaction concerning the Client's Payment Account is submitted to the Bank by the Payment Initiation Service provider, the transaction shall be considered defective even if executed in accordance with the Order accepted under the Payment Services Act, as long as it has been executed in violation of the Order submitted by the Client to the Payment Initiation Service provider. In this case, the Bank has obligations towards the Client in accordance with the relevant provisions of the General Conditions.

Article 22. Cash Payment Services

- 22.1 The bank does not execute cash payment transactions except cash payment transactions mediated by third parties.

Article 23. SEPA Payment

- 23.1 A SEPA Payment is a cashless transfer of funds in EUR, whereby the Bank transfers the funds in EUR for its Clients to the debit of an Account kept with the Bank in any currency. The payer and

payee's accounts must both be kept in the SEPA Area. The Order must contain a Unique Identifier in the IBAN format; the BIC is not mandatory. Fees related to the transfer shall be shared by the payer and payee ("SLEV" or "SHA" fees). If a SEPA payment is made between accounts kept with the Bank, the payer and payee's account must both be denominated in EUR.

- 23.2 The SEPA Payment may be submitted in a written or electronic form.
- 23.3 The funds shall be credited to the payee's bank account within one Business Day from the Moment of Effectiveness of the Order (at the latest).

Moment of Effectiveness of Standard SEPA Payment Orders

- 23.4 The Moment of Effectiveness of the Order handed over directly to the staff of the Bank's point of sale shall fall on:
- The Business Day on which the Bank has received the Order, if the Order has been delivered to the Bank by 16:00 hrs of the given day, unless a later date of payment (due date) is stated in the Order, or if the required date of payment (due date) has already occurred or none date of payment (due date) is stated at all;
 - The Business Day following the receipt of the Order, if the Order has been delivered to the Bank after 16:00 hrs of the given day;
 - The Business Day specified by the Client as the required date of payment (due date);
 - The immediately preceding Business Day, if the required date of payment (due date) set out in the Order falls on other day than a Business Day and the Order has been delivered to the Bank by 16:00 hrs of the immediately preceding Business Day (at the latest);
 - The next succeeding Business Day, if the Order has been delivered to the Bank after 16:00 hrs of the Business Day immediately preceding the required date of payment (due date) set out in the Order;

However, this all provided that any and all prerequisites are met as set forth for the execution of the Order by the Contract and by law, including availability of liquid funds in the Account. Failing this, the Bank shall reject such an Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

Moment of Effectiveness of the SEPA Payment Order Delivered by Post Shall Fall on:

- The Business Day immediately following the date of delivery to the Bank of the Order, unless a later date of payment (due date) is stated in the Order, or if the required date of payment (due date) has already occurred or none date of payment (due date) is stated at all;
- The Business Day specified by the Client as the required date of payment (due date);
- The Business Day immediately following the required date of payment (due date) stated in the Order, which does not fall on a Business Day, if the Order has been delivered to the Bank on the last Business Day before the required date of payment (due date);
- The Business Day immediately preceding the required date of payment (due date) stated in the Order, which does not fall on a Business Day, if the Order has been delivered to the Bank two (2) Business Days before the required date of payment (due date) at the latest;

However, this all provided that any and all prerequisites for the execution of the Order as set forth by the Contract and by law have been met by that time, including availability of liquid funds in the Account. Failing this, (a) in case of an Order for a payment between two current Accounts denominated in EUR, the Bank shall execute the Order on the next succeeding Business Day, on the condition that any and all prerequisites for the execution of the Order are met; otherwise the Bank shall reject such an Order, unless agreed otherwise with the Client; or (b) in other cases, the Bank shall either reject the Order or, if so agreed with the Client,

⁷ Notably Act No.297/2008 Coll., On Protection Against the Legalization of Proceeds of criminal Activities and on Protection against Financing of Terrorism, as amended.

the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

- 23.5 When converting a foreign currency, the Bank shall use the Exchange Rate effective on the Business Day on which the Moment of Effectiveness of the Order has occurred.

Moment of Effectiveness of Orders and Terms and Conditions of Priority SEPA Payments

- 23.6 A Priority SEPA Payment Order must be handed over by the Client directly to the staff of the Bank's point of sale.
- 23.7 The following conditions must be met so that the Priority SEPA Payment Order can be executed:
- The Client has submitted to the Bank the Priority SEPA Payment Order by 14:00 hrs of the required date of payment (due date), which must fall on a Business Day (at the latest); and
 - The Client has marked the payment in the given Order as a priority payment.
- 23.8 In case that a Priority SEPA Payment Order fails to meet the above terms and conditions or the Bank's banking system is not working in an on-line mode, the Bank shall be entitled to reject the Order.
- 23.9 If a Priority SEPA Payment Order is submitted, the Moment of Effectiveness of such an Order shall fall on the required date of payment (due date) set out in the Order, provided that any and all prerequisites are met as set forth by the Contract and by Law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject the Order.

Article 24. Real-Time EuroPayment Order

- 24.1 The Client must submit a real-time EuroPayment Order directly to an employee of the Client's Point of Sale.
- 24.2 The following conditions must be met so that the real-time EuroPayment Order can be executed:
- The Client has submitted to the Bank the real-time EuroPayment Order by 15:00 hrs of the required date of payment (due date), which must fall on a Business Day (at the latest); and
 - The Client has marked the payment in the given Order as a real-time EuroPayment Order.
- 24.3 In case that a real-time EuroPayment Order fails to meet the above terms and conditions or the Bank's banking system is not working in an on-line mode, the Bank shall be entitled to reject the Order.
- 24.4 If a real-time EuroPayment Order is submitted, the Moment of Effectiveness of such an Order shall fall on the required date of payment (due date) set out in the Order, provided that any and all prerequisites are met as set forth by the Contract and by Law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject the Order.

Article 25. SEPA Payment Standing Order

- 25.1 A SEPA Payment standing Order shall be executed pursuant to a Client's instruction for repeated payments of a fixed amount of money in EUR to the same payee whose bank is located in the SEPA Area, at regular intervals.
- 25.2 The SEPA Payment standing order can be submitted either in a paper form or in an electronic form. It is not allowed to submit a SEPA Payment standing Order via the open banking channel.
- 25.3 When converting a foreign currency, the Bank shall use the Exchange Rate effective at the Moment of Effectiveness of the Order.

Moment of Effectiveness of the SEPA Payment Standing Order

The Moment of Effectiveness of each payment made based on a SEPA Payment standing Order shall fall on the day set out by the Client as the required date of payment (due date). If the required

date of any payment in any month is not a Business Day, the Moment of Effectiveness shall fall on a Business Day immediately preceding the required date of payment (due date), however, only in case that any and all prerequisites are met at the given moment as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account. If the Moment of Effectiveness does not occur only due to the lacking available funds in the Account, the due date shall be postponed to the next succeeding Business Day. If the terms and conditions set above for a particular payment are not met by such a Business Day, the Bank shall reject to execute the payment.

- 25.4 A SEPA Payment standing Order must be delivered to the Bank at least two (2) Business Days before the required date of the first payment (due date). The Bank shall be entitled to reject a SEPA Payment standing Order if delivered later.

Article 26. SEPA Direct Debit

- 26.1 The SEPA Direct Debit is a cashless transfer of funds from a debtor's account made in EUR, initiated by a creditor via the creditor's bank, based on a previous agreement between the creditor and the debtor. The debtor and creditor's banks must both be SEPA Reachable Banks under a given payment scheme. The Bank shall only provide the SEPA Direct Debit service along with Accounts kept in EUR, under the B2B and CORE Payment Schemes

Article 27. SEPA Direct Debit on the Part of the Client – Debtor

- 27.1 The Bank shall execute the SEPA Direct Debit from the Account of the Client – debtor, i.e., shall deduct the required amount from the Account, based on the SEPA Direct Debit Mandate issued by the Client. If the Client – Debtor fails to issue the SEPA Direct Debit Mandate, the SEPA Direct Debit from the Client's Account shall be disabled and the Bank shall not provide the SEPA Direct Debit from the Account of the Client – Debtor.
- 27.2 The SEPA Direct Debit Mandate submitted by the Client must contain all the below particulars:
- Debtor's account number in the IBAN format,
 - Unique mandate reference (UMR),
 - Creditor identifier (CID) of the payee authorised to collect (draw) cashless transfers of funds from the Client's Account,
 - Limit (cap) of a single collection,
 - Frequency, and
 - Other information as requested by the Bank's form.

When setting the limit (cap), the Client must take into account the maximum expected amount of a single collection under any circumstances.

- 27.3 The SEPA Direct Debit Mandate can be established, changed and/or cancelled in a written or electronic form. The Client shall be entitled to alter the limit for a single collection or the frequency. The SEPA Direct Debit Mandate (an order concerning its establishing, change, or cancellation) must be delivered to the Bank at least two (2) Business Days before the required date of collection (due date). The Bank shall be entitled to reject a SEPA Direct Debit Mandate if delivered later.
- 27.4 The Bank shall execute the SEPA Direct Debit, i.e., shall deduct the required amount from the Account of the Client – Debtor, in accordance with the SEPA Direct Debit Mandate issued pursuant to Article 8.2 hereof as at the required date of payment (due date), provided that there are sufficient liquid funds in the Account at the moment of the processing of the instruction. Failing this, the Bank shall not execute the direct debit instruction. The funds shall be credited to the payee bank's account no later than one Business Day from the Moment of Effectiveness of the Order determined pursuant to Article 4.4 hereof.

- 27.5 The SEPA Direct Debit Mandate shall expire unless the Bank receives any SEPA Direct Debit Order within 36 months from the last SEPA Direct Debit.
- 27.6 The Client – Debtor shall be entitled to cancel the SEPA Direct Debit, however no later than one day before it falls due.
- 27.7 The Client – Debtor shall be entitled to the refunding of the amount debited under the SEPA Direct Debit, even without giving a reason, for the period of 8 weeks from the moment of debiting such an amount from his/her Account. The Client – Debtor shall also be entitled to the refunding of the amount debited under the SEPA Direct Debit for the period of thirteen (13) months in case of an unauthorised SEPA Direct Debit. This provision shall not apply to the B2B Payment Scheme.

Article 28. SEPA Direct Debit on the Part of the Client – Creditor

- 28.1 The Bank shall make it possible for the Client – Creditor to submit SEPA Direct Debit Orders under a contract governing the given service that shall set forth terms and conditions for sending the SEPA Direct Debit Orders, however only with respect to EUR Accounts. The SEPA Direct Debit Order is an instruction for debiting funds from an account of a SEPA Direct Debit debtor issued by the Client – Creditor. In the SEPA Direct Debit Order, the Client – Creditor shall be obliged to specify data and information that shall match the agreement between the Client – Creditor and the SEPA Direct Debit debtor.
- 28.2 The SEPA Direct Debit Order may be submitted in a written or electronic form.
- 28.3 In case of both B2B and CORE Payment Schemes, the due date of the SEPA Direct Debit shall be determined as follows (except for SEPA Direct Debit Collection Orders with an advanced due date), the SEPA Direct Debit Order with the type/order “one-off”, “first”, “recurrent” and “last” must be submitted two Business Days before the SEPA Direct Debit due date.
- 28.4 The Moment of Effectiveness of the SEPA Direct Debit Order handed over in person at the Client’s Point of Sale shall fall on:
- iv. The Business Day set out by the Client as the required date of collection (due date), if the required date of collection (due date) stated in the SEPA Direct Debit Order has not yet occurred;
 - v. The Business Day at which the Bank receives the SEPA Direct Debit Order, if the Order has been delivered to the Bank by 16:00 hrs of the given day, if the required date of collection (due date) has already occurred or none date of collection (due date) is stated at all;
 - vi. The Business Day preceding the required date of collection (due date) stated in the SEPA Direct Debit Order, if the Order has been delivered to the Bank by 16:00 hrs of the Business Day preceding the required date of collection (due date); failing this, the Bank shall execute such a SEPA Direct Debit Order on the next succeeding Business Day following the required date of collection (due date),

However, this all provided that any and all prerequisites for the execution of the SEPA Direct Debit Order as set forth by the Contract and by law have been met by that time. Failing this, the Bank shall reject such an Order or, if so agreed with the Client in advance and in a written form, the Moment of Effectiveness of the SEPA Direct Debit Order shall not occur before the day on which all the prerequisites are met so that the SEPA Direct Debit Order can be executed.

- 28.5 The SEPA Direct Debit payment that should be credited to the Account of the Client – Creditor shall be executed pursuant a sent SEPA Direct Debit Order. The Bank shall not be held liable for a possible non-execution of the payment that should be made on the basis of the SEPA Direct Debit, if either the debtor’s bank or the debtor rejects the SEPA Direct Debit Order or if the Client – Creditor states erroneous data and/or information.

The Client – Creditor shall be entitled to cancel an already sent SEPA Direct Debit Order through the Bank’s point of sale, electronic form, or Client Line. The Bank shall not be held liable for

a possible non-execution of the cancellation of the SEPA Direct Debit Order by the debtor’s bank.

The Client – Creditor shall be entitled to ask the Bank for a Reversal to the debtor of a payment credited on the basis of the SEPA Direct Debit within four (4) Business Days from the moment the funds have been credited to the Client’s Account.

- 28.6 The Bank shall be entitled to deduct from the Client’s Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit if it receives from the payer’s bank a request for the SEPA Direct Debit Return within the below deadlines:
- c) In case of the CORE Payment Scheme, within five (5) Business Days from the moment the funds have been credited to the Client’s Account,
 - d) In case of the B2B Payment Scheme, within three (3) Business Days from the moment the funds have been credited to the Client’s Account.

- 28.7 The Bank shall be entitled to deduct from the Client’s Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit under the CORE Payment Scheme if it receives from the payer’s bank a request for the Refund of an authorised SEPA Direct Debit, even without any given reason, within 8 weeks from the moment the funds have been credited to the Client’s Account.

- 28.8 The Bank shall be entitled to deduct from the Client’s Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit under the CORE Payment Scheme if it receives from the payer’s (debtor’s) bank a request for the Refund of an unauthorised SEPA Direct Debit within 13 months from the moment the funds have been credited to the Client’s Account.

- 28.9 The contract under which the Bank provides the Client with the service stated under this Article 9 shall expire unless the Bank receives any SEPA Direct Debit Collection Order within 36 months from the receipt of the last previous SEPA Direct Debit Collection Order.

Article 29. FX Payment Order Valid within the Bank

- 29.1 By this payment Order, the Client shall transfer the funds from his/her/its Account to the credit of a Payee’s Account kept with the Bank. The payment Order may be submitted in a written or electronic form.

Moment of Effectiveness of the Payment Order

- 29.2 The Moment of Effectiveness of the payment Order handed over directly to the staff of the Client’s Point of Sale or by post shall fall on the deadlines referred to under Article 4.4 hereof.

Article 30. FX Collection Order Valid within the Bank

- 30.1 A collection Order is understood as a Client’s Order (instruction) to the Bank to transfer funds from an Account belonging to the Client (as a payer) and kept with the Bank to the credit of another Account belonging to the same Client (as a payee) and kept with the Bank, or to the credit of an Account belonging to another Client (as a payee) and kept with the Bank. The collection Order may be submitted in a written or electronic form.

- 30.2 The Client of the Bank may only submit an Order for a FX collection to the credit of a Client’s Current Account and to the debit of Accounts kept with the Bank in a foreign currency. The payer and payee’s Accounts must be kept in the same currency.

- 30.3 If the preconditions of the execution of the Collection Order are not met at the due date of the Collection Order, the execution of the Collection Order shall be repeatedly attempted on 4 successive Business Days under the multiple-round processing, until the preconditions are met. If the preconditions are not met by the aforesaid deadline, these Collection Order shall be rejected on the next succeeding Business Day.

- 30.4 The Bank shall be entitled to make the acceptance of collection Orders dependent on the entering with the Client–creditor into a Contract for the provision of such a service, and the execution of



Client's each collection Order dependent on the fulfilment of the prerequisites set forth in such a Contract.

- 30.5 The Bank shall check whether funds may be collected from the Account of the Client–payer and whether the agreed-upon terms and conditions for the permission of the direct debit collection have been met so that funds can be collected from the given Account and credited to a payee's account based on a direct debit instruction submitted by the Client–payer.

Moment of Effectiveness of the Collection Order

- 30.6 The Moment of Effectiveness of a Collection Order submitted by the Client – payee shall occur:
- At the date of the required collection (due date) if the Collection Order has been delivered to the Bank at least two (2) Business Days before the required date of payment (due date); otherwise
 - No later than on the second Business Day from the delivery of the Order to the Bank, if no required date of collection (due date) is stated in the Order or such a date has already occurred.

Article 31. Direct Debit Mandate Valid within the Bank

- 31.1 A direct debit mandate (i.e., an order authorising a collection from an Account) must contain a Unique Identifier of the entity that is entitled to collect (draw) cashless funds from the Client's Account. At the same time, the Client must set a limit for a single collection and the frequency. Failing this, the Bank shall reject the direct debit mandate. The limit must be pre-set as close as possible to an amount the Client may reasonably expect as a maximum amount of a single collection with regard to all contingent circumstances. The Client shall be entitled to alter the limit for a single collection or the frequency. If the collection should be permitted, the payee's Account and the payer's Account must be kept in the same currency.
- 31.2 The direct debit mandate may be submitted in a written or electronic form.
- 31.3 The direct debit mandate is not an Order, i.e., is not a payment order as envisaged in the Payment Services Act⁸. However, the direct debit mandate is an authorisation of payment transactions within the meaning of the aforesaid Act.
- 31.4 The direct debit mandate (an order concerning its establishing, change, or cancellation) must be delivered to the Bank at least two (2) Business Days before the required date of collection (due date). The Bank shall be entitled to reject a direct debit mandate if delivered later.

Article 32. Standing Order for a FX Payment within the Bank / Automatic Transfer Standing Order

- 32.1 A standing Order for a FX payment within the Bank shall be executed pursuant to a Client's instruction for repeated payments of a fixed amount of money to the same payee at regular intervals. The Client can only establish a standing order for payments in a foreign currency. The current account to which the payment is credited and the current Account from which it is debited must be kept in the same currency or at least one of them must be denominated in EUR.
- 32.2 A standing Order relating to an automatic transfer shall be used for transferring variable amounts of money for the following purposes:
- Transferring a surplus balance without specifying a fixed date; or at a fixed date; such a transfer can be made to the credit of an Account kept with the Bank or by another bank located in the Slovak Republic;
 - Maintaining a minimum balance; such a transfer can only be made to the credit of an Account kept with the Bank.
- 32.3 A standing Order relating to an automatic transfer may be submitted in a written form or in an electronic form.

Moment of Effectiveness of the Standing Order for a FX Payment / Automatic Transfer Standing Order

- 32.4 The Moment of Effectiveness of each payment made based on a standing payment Order and/or a standing Order relating to an automatic transfer with a fixed date of payment shall fall on the day set out by the Client as the required date of payment (due date). However, if a required date of any payment in any month is not a Business Day, the Moment of Effectiveness shall fall on:
- The previous Business Day, if the funds are transferred between two current Accounts; or
 - The previous Business Day, with the original date of payment (due date), if at least one of the Accounts is not a current Account; or
 - The first Business Day of the given month, if a due date of any payment falls on first days in the month that are not Business Days;

However, this all provided that any and all prerequisites are met as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account. Failing this, the Bank shall reject the Order.

- 32.5 The Moment of Effectiveness of each payment made based on all types of standing Orders relating to automatic transfers and not referred to in this Notice shall fall on the day on which all prerequisites are met as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account.
- 32.6 A standing Order for a FX payment within the Bank and/or standing Order relating to an automatic transfer must be delivered to the Bank at least two (2) Business Days before the required date (due date) of the first payment. If the given standing Order is to be altered or cancelled, the relevant instruction must not be delivered later than one Business Day before the required date of the alteration/cancellation. The Bank shall be entitled to reject a standing payment Order and/or standing Order relating to an automatic transfer if delivered later.

Article 33. Deadlines for Crediting the Funds under Payments Made within the Bank and SEPA Payments

- 33.1 If the Client is a payee of funds transferred by a Payment Order, Collection Order, or standing payment order within the Bank, the Bank shall credit these funds to the payee's Account before the end of the day on which the Moment of Effectiveness of the Order has fallen (at the latest).
- 33.2 If the Client is a payee of funds transferred from another bank by payments made under the SEPA system, the Bank shall credit these funds to the Client's Account as soon as they are credited to the Bank's account.
- 33.3 In case of an Order for a payment to be made from the Account to an account kept with another bank within the SEPA Area, the Bank shall ensure that the funds shall be, in accordance with the Order, credited to an account of the payee's bank before the end of the Business Day following the day on which the Moment of Effectiveness of the Order has occurred (at the latest).
- 33.4 However, in case of Priority SEPA Payments, the Bank shall ensure that the funds shall be credited to an account of the payee's bank on the same day on which the Moment of Effectiveness of the Order has occurred.

Article 34. Cashless Cross-Border Payment Transactions

- 34.1 Cross-border transfers are transfers of funds from a country to another country or transfers of funds in a foreign currency between banks located in the Slovak Republic.
- 34.2 The Bank shall execute the cross-border transfers in the following currencies: AUD, EUR, BGN, CAD, CZK, CHF, DKK, GBP, HUF, JPY, NOK, PLN, RON, RUB, SEK, TRY and USD.

⁸ Act No. 492/2009 Coll., On Payment Services and on Amendment to Certain Acts.



34.3 If the Client asks the Bank to make a payment in any currency not listed under Article 15.2, the Bank shall agree to make such a payment by accepting the Order. The Bank shall further send to the Client the below information and set the below terms and conditions of the execution of the payment.

The Moment of Effectiveness of the Order shall fall on:

- e) The Business Day set out by the Client as the required date of payment (due date), if the Order states a due date, which has not yet occurred and which falls on a Business Day, provided that the Order has been delivered to the Bank before the required date of payment (due date);
- f) The Business Day on which the Bank has received the Order, if the Order has been delivered to the Bank by 12:00 hrs of the given day and no required date of payment (due date) is stated in the Order or such a date has already occurred;
- g) The Business Day following the date of delivery of the Order to the Bank, if the Order has been delivered to the Bank after 12:00 hrs of the given day and no required date of payment (due date) is stated in the Order or such a date has already occurred; or
- h) The Business Day following the required date of payment (due date) stated in the Order, if the Client set out a future date of payment (due date) that does not fall on a Business day;

However, this all provided that any and all prerequisites are met as set forth by the Contract and by law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject such an Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

The Bank shall convert any currencies not listed in the Notice using a EUR conversion coefficient and an Exchange Rate effective at the Moment of Effectiveness of the Order in accordance with a relevant provision of the General Conditions governing the purchase and sale of foreign exchange.

The Exchange Rates and conversion coefficients are published and communicated to the Client on a given Business Day, before the Client signs the Order. By signing the Order, the Client agrees with the applied Exchange Rate and conversion coefficient.

Payments Made Abroad – General Provisions

34.4 An Order for a payment made abroad shall mean an instruction for a payment in a foreign currency to be made from an Account to a foreign bank, or a payment in a foreign currency to be made to a bank located in the Slovak Republic.

34.5 The Client may submit a Cross-Border Payment Order at the Client's Point of Sale.

34.6 When submitting a Cross-Border Payment Order, the Client shall be obliged to present to the Bank any and all documents necessary for the execution of the cross-border payment, if it is required by the nature of the transfer or by the staff of the Bank9.

34.7 The Moment of Effectiveness of the Order shall fall on:

- e) The Business Day set out by the Client as the required date of payment (due date), if the Order states a due date that is later than the date of the delivery to the Bank of the Order and that falls on a Business Day;
- f) The Business Day on which the Bank has received the Order, if the Order has been delivered to the Bank on the given day by the Order submission deadline as specified under Article 15.9, and no required date of payment (due date) is stated in the Order or such a date has already occurred;
- g) The Business Day following the day on which the Bank has accepted the Order, if the Order has been delivered to the Bank on the given day after the Order submission deadline as specified under Article 15.9, and no required date of payment (due date) is stated in the Order or such a date has already occurred;

h) The Business Day following the required date of payment (due date) stated in the Order, if the Client has set out a future due date in the Order and it falls on other day than a Business Day;

However, this all provided that any and all prerequisites for the execution of the Order as set forth by the Contract and by law have been met by that time, including availability of liquid funds in the Account. Failing this, the Bank shall reject such an Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

34.8 When converting a foreign currency, the Bank shall use the Exchange Rate effective at the Moment of Effectiveness of the Order, except for the cases referred to under Article 15.7(b) hereof, whereby the Bank shall use the Business Day Exchange Rate effective at the time of the delivery to the Bank of the Order.

34.9 The table below shows particular times of the required date of payment of the Order applicable to respective modes of processing the payment in different currencies, by which the Order must be submitted to the Bank so that the payment can be made by the deadline stated in the last column ("D" stands for the submission date of the Order and the numeral after the plus sign a number of Business Days).

Processing of the payment made abroad	Currency	Order submission deadline	Crediting of the payment made abroad to the payee bank's account
STANDARD	AUD, JPY	15:30	D+2
	CAD, BGN, CHF, CZK, DKK, EUR, GBP, HUF, NOK, PLN, RON, RUB, SEK		D+1
URGENT	HUF, PLN	9:00	D+0
	RUB	10:00	
	CAD, CHF, CZK, DKK, GBP, NOK, SEK	12:00	
	Currencies not listed in Art 15.2	12:00	
	EUR, USD	13:30	
Payments to accounts of clients of Komerční banka, a.s. in the Czech Republic	BGN, CAD, CHF, DKK, GBP, HUF, NOK, PLN, RON, RUB, SEK, TRY	13:00	D+0
	SEPA Payment	14:00	
	CZK, USD	14:30	
	AUD, JPY	15:30	

34.10 In case of Transactions outside EEA, the deadlines for the crediting of the funds to an account of a payee's bank shall depend on the manner of processing a transaction by intermediary banks.

34.11 If the Client fails to specify in the Order the manner of processing of the payment, it shall be processed in the "Standard" mode.

⁹ Section 12(2)(2) of Act No. 202/1995 Coll., Foreign Exchange Act, changing and amending the Act of the National Council of the Slovak Republic No. 372/1990 Coll., On Offences, as amended.



34.12 In case of payment transactions made inside the EEA, fees related to the transfer shall be shared by the Client and the payee ("SHA" fees). The Client shall be obliged to designate the Order with the "SHA" charge code, provided that a relevant form or data field make it possible to choose a manner of payment of the fees. If the Client fails to designate the manner of payment of the fees, the given Order shall be processed as if the "SHA" charge code were chosen. In case of the Transactions within EEA executed in currencies other than EEA currencies, the Client hereby acknowledges that the Bank shall charge him/her with a fee as per the Tariff of Fees and, at the same time, the payee's bank and/or intermediary banks may charge the payee with a fee set forth by these banks, or the transferred amount may be reduced by the amount of the aforesaid fees.

34.13 If, in case of Transactions outside the EEA, the Client determines that fees related to the transfer should be paid by the payee – beneficiary of the payment ("BEN"), he/she hereby acknowledges that the transferred amount shall be decreased by the Bank's fees and, at the same time, may also be decreased by fees charged by intermediary banks. If the Client determines that fees related to the transfer should be shared by the Client and the payee ("SHA"), he/she hereby acknowledges that the Bank shall charge him/her with a fee as per the Tariff of Fees and, at the same time, the payee's bank and/or intermediary banks may charge the payee with a fee set forth by these banks, or the transferred amount may be reduced by the aforesaid fees. In case that the Client states the specification "OUR" in the Order, the fees related to the transfer shall be paid by the Client. The Bank cannot guarantee that the payee's bank and/or intermediary banks shall honour the "OUR" type of the fee.

34.14 The Bank shall choose, solely at its discretion, a foreign bank that shall process an Order for a payment made abroad, unless agreed upon otherwise with the Client. If the recipient bank fails to settle the payment and sends back to the Bank the amount of the payment less any costs incurred by itself, the Bank shall credit the reduced amount of the payment back to the Client's Account.

Payments from Abroad

34.15 An Order for a payment from abroad shall mean an instruction for a payment in a foreign currency or EUR to be made from a foreign bank, or a payment in a foreign currency to be made from another bank located in the Slovak Republic.

34.16 Payments from abroad shall be credited to the Client's Account as soon as the Bank receives the funds i.e., if they are credited to its account by 16:00 hrs at the latest, and after the Bank receives from a payee's bank any and all information without which the funds cannot be credited to the Client's Account.

34.17 Payments that include a currency conversion shall be credited using the Exchange Rate effective at the date indicated by the payee's bank as the day on which the Bank should receive the funds, specifically, at the moment of the preparation by the Bank of accounting data for the clearance of the payment.

34.18 In case of payment transactions made outside the EEA whereby the Bank has to conduct additional investigation or arrangement, the funds shall be credited to the payee's Account as soon as the Bank has completed such investigation or arrangement. The Bank shall use the Exchange Rate effective at the date of crediting the funds.

34.19 The Bank shall charge fees as per the Tariff of Fees, in relation to the type of a fee specified in the payment instructions for payment from abroad. If the payment instructions indicates that fees related to the transfer should be paid by the payee – beneficiary of the payment ("BEN") or should be shared by the payer and payee ("SHA"), the Bank shall charge him/her with a fee as per the Tariff of Fees and that, at the same time, the transferred amount may be decreased by the fees charged by the payer's bank and/or intermediary banks. If the payment instructions received by the Bank require that the fees related to the transfer should be paid by the payer ("OUR"), the fees related to the transfer shall be paid by the payer.

34.20 If there are any restrictions on payments in the payee's Account, the Bank shall be entitled to set off a fee for the processing of a

payment and deduct it from the transferred amount before the amount is credited to the Account.

34.21 Pursuant to US law, the data and information related to international payment transactions executed via the SWIFT system may become part of information transmitted by SWIFT (the Society for Worldwide Interbank Financial Telecommunication) to the US Department of the Treasury as part of the Terrorist Finance Tracking Programme.

Standing Orders for Payments to Be Made Abroad

34.22 A standing Order for a payment to be made abroad shall be executed pursuant to a Client's instruction for repeated payments of a fixed amount of money to the same payee at regular intervals, in a foreign currency or in EUR from the Account to a foreign bank, or in a foreign currency to a bank located in the Slovak Republic.

34.23 A standing Order for a payment to be made abroad must be delivered to the Bank at least two (2) Business Days before the required date of the first payment (due date). The same deadline shall also apply if a standing payment Order is to be cancelled. The Bank shall be entitled to reject a standing payment Order if delivered later.

34.24 The Moment of Effectiveness of each payment made pursuant to a standing payment Order shall fall on:

(iii) The day specified by the Client as required date of payment (due date), if that day is a Business Day,

(iv) The previous Business Day, if the Client set out a date of payment (due date) that does not fall on a Business Day,

However, this all provided that any and all prerequisites are met as set forth by the Contract and by law for a relevant payment, including availability of liquid funds in the Account. If the Moment of Effectiveness does not occur only due to the lacking available funds in the Account, the due date shall be postponed to the next succeeding Business Day. If the conditions set above for a particular payment are not met by such a Business Day, the Bank shall reject to execute the payment.

34.25 The Bank shall be entitled to cancel a standing Order for a payment to be made abroad unless any new standing Order for a payment to be made abroad is processed by the Bank within 18 months from the processing of the last previous standing Order for a payment to be made abroad.

34.26 When converting a foreign currency the Bank shall use the Exchange Rate effective at the Moment of Effectiveness of the Order.

Article 35. Cheques

35.1 A cheque, traveller's cheque or money order (hereinafter in this section the "cheques to be accepted for clearance" referred to jointly as the "cheque") to be accepted for clearance must be presented to the Bank by the cheque beneficiary, along with a form prescribed by the Bank (Collection Order) or with a form or a covering letter approved by the Bank in which the data required by the Bank are stated. A cheque to be accepted for clearance may be presented at any of Bank's points of sale and, if the cheque is to be paid in cash, at a Bank's point of sale that ensures cash payments in the relevant currency.

35.2 By submitting a Collection Order, the owner of the cheque asks the Bank to mediate the collection of the cheque.

35.3 When submitting a cheque to the Bank which should mediate the collection thereof, the holder of the Cheque shall always be obliged to annex to the cheque an enabling endorsement in favour of the Bank with a clause "to be collected" or another clause of a similar legal force.

35.4 Unless the Bank decides to honour the cheque only after it receives the amount of the cheque from the drawee (i.e., the person obliged to pay) or the collecting bank, or unless the Client and the Bank agree otherwise, the Bank shall honour the cheque immediately based on a Collection Order delivered to the Bank and shall credit the funds to the Account, pay them in cash, or transfer

them to the Client's account kept with another bank in the following manner:

- (v) On the Business Day specified by the Client as the due date, if the order includes a due date that has not yet occurred and that falls on a Business Day and the order has been delivered to the Bank before the due date;
- (vi) On the Business Day on which the Bank receives the order, if the order has been delivered to the Bank by 13:00 hrs of the given day and no due date is specified in the order or the due date has already occurred;
- (vii) On the Business Day following the day on which the Bank has received the order, if the order has been delivered to the Bank after 13:00 hrs of the given day and no due date is specified in the order or the due date has already occurred;
- (viii) On the Business Day following the due date specified in the order, if the Client has specified a future due date in the order and the due date falls on any other day than a Business Day.

- 35.5 If the Bank does not honour the cheque immediately; it shall honour it after it receives the payment from the drawee or collecting bank and shall subsequently pay the funds to the Client under the terms and conditions and within the deadlines set forth in the Collection Order, unless the Client and the Bank agree otherwise.
- 35.6 When converting a foreign currency, the Bank shall use the Exchange Rate effective at the time the order shall be processed by the Bank, with the exception of the paragraph (ii) whereby the Bank shall use Exchange Rate effective at the time the order has been accepted by the Bank.
- 35.7 If the Client demands that a drawee protest a cheque in case of dishonour of the cheque, he/she must make a formal notice of his/her demand in the instruction for collection of the cheque (Collection Order). In that case, the Client shall be obliged to reimburse the Bank for any costs incurred in association therewith.

Article 36. Definition of Terms and Rules of Interpretation

36.1 Capitalised terms herein shall have the following meanings:

"Account" shall mean the Client's current deposit account kept with the Bank.

"Authorised Individual" shall be a person listed in the Client's Specimen Signature pertaining to the Account.

"Bank" shall mean Komerční banka, a.s., with its registered office at Na Příkopě 33/969, Prague 1, Postal Code: 114 07, IČ (Company ID): 45317054, entered in the Commercial Register maintained by the Municipal Court in Prague in Section B, Insert 1360, acting through a branch company Komerční banka, a.s., pobočka zahraničnej banky with its registered office at Hodžovo námestie 1A, PSČ 811 06, Bratislava, IČO (Company ID): 47 231 564 entered in the Commercial Register maintained by the Municipal Court Bratislava I, Section: Po, Insert 1914/B.

"Banking Services" shall mean any banking business, services and products, which the Bank is authorized to provide in accordance with applicable law.

"BIC" stands for the Business Identifier Code, which is a bank's SWIFT address that unambiguously identifies a particular bank in a particular country.

"Business Day" shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depends, are open and provide the relevant services.

"B2B" ("Business to Business") is a Payment Scheme intended for natural persons – businesses and legal persons that use SEPA Direct Debit.

"CID" stands for the Creditor Identifier. A code consisting of up to 35 characters, CID serves to unambiguous identification of the SEPA Direct

Debit beneficiary. In the Slovak Republic, it has a fixed length of 18 characters and is issued by the National Bank of Slovakia.

"Client" shall mean a legal person that uses the Banking Services, or the person requesting a provision of the Banking Services

"Client's Point of Sale" shall be the point of sale located in the headquarters of the Bank or another place of business of the Bank, if it is established.

"Contract" shall mean the contract for the provision of a Banking Service entered into by the Client and the Bank.

"CORE" ("Business to Customer") is a Payment Scheme intended for natural persons – non-business, natural persons –business and legal persons that use SEPA Direct Debit.

"EEA" stands for the European Economic Area.

"Exchange Rate" or **"Rate"** shall mean an exchange rate published by the Bank.

"IBAN" stands for the International Bank Account Number that makes it possible for the Bank to unambiguously identify an account number, bank and payee's or payer's country.

"Moment of Effectiveness" shall mean the moment at which an Order is accepted as envisaged by the Payments Act, determined in accordance with this Notice and the Contract, at which all prerequisites shall be met as set forth by the Contract or by Law for the acceptance of the crediting or the debiting of funds from an Account, i.e., the moment at which the Bank shall (or should) receive or debit the funds.

"Notices" shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Conditions or relevant Product Terms and Conditions. The following documents, without limitation to them, are not Notices: the Notice on Interest Rates, and Bank's exchange rate list.

"Order" shall be a payment order, i.e., an instruction in which the Client asks the Bank to execute a payment transaction.

"Payment Scheme" shall be a unified set of rules, procedures and standards/ instructions agreed upon by providers of Payment Services and applicable to payment transactions executed in the European Union and its member states. It is independent of any infrastructure and/or payment system that provides for its operation.

"Payment Services" shall be Banking Services falling within the scope of payment services as envisaged by the Payment Services Act (e.g., transfers from payment Accounts, issuing of payment instruments).

"Payment Services Contract" shall mean any Contract (irrespective of its specific title) for the provision of Payment Services, e.g., a contract for opening and maintaining a current Account or contract for the issue and use of a payment card).

"Product Terms and Conditions" shall mean Bank's terms and conditions regulating the provision of separate Banking Services.

"Proxy" shall mean a natural or legal person authorised by the Client by power of attorney to represent the Client in relation to the Bank within the scope stipulated by the power of attorney, or authorised to represent the Client under provisions of law or a court decision.

"SEPA Area" consists of member countries of the EEA and territories that have voluntarily acceded to the SEPA rules. An updated list of all countries that apply the SEPA rules is available at the official website of the European Payments Council: www.europeanpaymentscouncil.eu.

"SEPA Direct Debit Order" shall have the meaning defined under Article 8 hereof. The terms "creditor" and "debtor" are herein used within the meaning "payee" and "payer".

"SEPA Reachable Bank" is a bank that is a participant in the SEPA Payment Schemes with respect to payments and collections.

"Specimen Signature" is a model signature of an Authorised Individual serving for the purposes of his/her identification while handling the funds in the Account, filing an application for the provision of a Banking Service, or taking other agreed-upon steps in association with a Banking Service. The Specimen Signature must have all particulars of a power of attorney.

“**Tariff of Fees**” shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

“**Transactions outside EEA**” shall mean payment transactions made from or to a country that is not a member of the European Economic Area.

“**Transactions within EEA**” shall mean payment transactions made from or to a country that is a member of the European Economic Area (EEA).

“**UMR**” stands for the Unique Mandate Reference, i.e. a unique mandate identification code applicable to SEPA Direct Debit, which consists of up to 35 characters and is assigned by a SEPA Direct Debit creditor.

“**Unique Identifier**” shall mean a banking link expressed by IBAN (or, as the case may be, an account number in the basic form) and /or by BIC, or another identification of the payee’s bank, or by an account number in the basic form and bank code for payments made within the Bank.

Unless the context suggests otherwise, the following rules shall apply to the interpretation of this Notice and the Contract:

- a) The term “bank” shall include any and all providers of payment services as envisaged in the Payment Services Act;
- b) A “required date of payment” or “due date” shall mean the date specified by the Client in an Order as the day of deducting the funds from an Account or withdrawing cash;
- c) “Clearance” or “settlement” of Orders shall mean crediting/debiting of funds to/from an account;
- d) The “Contract” shall mean the Contract itself including any and all constituent parts thereof, in particular the General Conditions, this Notice, potential Product Terms and Conditions, other Notices and the Tariff of Fees;
- e) A “payment transaction inside the EEA” shall mean any transaction whereby the payer and payee’s accounts are kept in a member state of the European Union or in a member country of the European Economic Area (EEA);
- f) A “payment transaction” shall mean depositing of funds into an Account or withdrawal of funds from an Account, or a cashless transfer of funds to or from an Account;
- g) An “order” shall mean the “Order” or another instruction given by the Client to the Bank;
- h) Terms, conditions and prerequisites of the execution of an Order shall include, above all, all particulars of an Order as specified under Article VII of the General Conditions or relevant Product Terms and Conditions, payer’s consent to a payment transaction pursuant to Article XII of the General Conditions and fulfilment of the terms and conditions set forth in this Notice and relevant Product Terms and Conditions.

Article 37. Transitory Provisions

37.1 Not provisions are specified.

Article 38. Final Provisions

38.1 This Notice shall repeal and replace the Notice on the Payment Transaction effective as of 01 March 2021.

38.2 This Notice comes into effect as at 01 November 2021.