

General terms and conditions on payment service provision

for legal entities, entrepreneurs, private individuals and entities governed by civil law

Pursuant to the Payment Services, Services for Issuing Electronic Money and Payment Systems Act, Gorenjska banka d.d. Kranj, Bleiweisova 1, 4000 Kranj (e-mail: info@gbkr.si), as a payment service provider, issues these General Terms and Conditions on Payment Service Provision for legal entities, entrepreneurs, private individuals and entities governed by civil law (hereinafter: the General Terms and Conditions).

1. General Provisions

These General Terms and Conditions are valid and apply within the legal relationship between the bank and the user that has concluded the Payment Service Agreement for legal entities, entrepreneurs, private individuals and entities governed by civil law (hereinafter: the Agreement). This Agreement and the General Terms and Conditions, with the Annexes to the Agreement, form a master agreement on payment service provision under the Payment Services, Services for Issuing Electronic Money and Payment Systems Act. These General Terms and Conditions set out the rights and obligations of the user and the bank as the payment service provider.

2. Data on the payment service provider

The payment service provider is Gorenjska banka d.d., Kranj, Bleiweisova cesta 1, 4000 Kranj, SWIFT or BIC code GORES12X, e-mail: info@gbkr.si, website address: www.gbkr.si, registered with the District Court in Kranj, reg. no. 10023600, registration number 5103061000, tax number SI42780071. Gorenjska banka d.d., Kranj, as a payment service provider licensed to provide payment services by the Bank of Slovenia, is entered in the list of banks and savings banks published on the Bank of Slovenia's website. The supervision over the bank, as a payment service provider, is ensured by the Bank of Slovenia.

3. Definition of terms

The individual terms used herein shall have the following meaning:

- > **Authentication** is the process that enables the payment service provider to verify the identity of a payment service user or the entitlement to use particular payment instrument, including the use of the user's personalised security credentials;
- > **Bank of Slovenia** is the central bank of Slovenia responsible for supervision over the payment service provider, its branch or agent in connection with the provision of payment services in the Republic of Slovenia;
- > **Bank** is Gorenjska banka d.d., Kranj, Bleiweisova cesta 1, 4000 Kranj;
- > **CRS** is an abbreviation used in these General Terms and Conditions and is short for Common Reporting Standard, which is an OECD standard for automatically exchanging information about financial accounts;
- > **Cross-border payment transaction** is a payment transaction in which the payer's payment service provider and the payee's payment service provider provide payment services for the payer or the payee in different Member States. A payment transaction is executed cross-border even if the same payment service provider provides payment services for the payer in one Member State and the payee in another Member State;
- > **Value date** is the date on which the bank credits or debits the user's account, which is to be considered upon calculating interest;

- > **Business day** is the date on which the payer's payment service provider and all other payment service providers involved in the execution of the payment transaction operate so as to enable the execution of payment transactions to their user;
- > **Direct debit** is a payment service upon which the payer's obligations to the payee are settled by directly debiting the payer's transaction account;
- > **Domestic payment transaction** is a payment transaction in which the payer's payment service provider and the payee's payment service provider or the only payment service provider ensures payment services for the payer and the payee in the territory of the Republic of Slovenia;
- > **Other payment transactions** are transactions executed in a given currency if the payment transaction is executed by transferring funds between at least one payment service provider, ensuring payment services in the territory of the Republic of Slovenia, and a payment service provider, ensuring payment services in the territory of third countries;
- > **Member State** is a Member State of the European Union or a state that is a signatory to the Agreement on the European Economic Area (OJ L No. 1 of 3 January 1994, p. 3);
- > **Unique identifier** is the number of the user's transaction account or another unique identifier of the user with the bank;
- > **EONIA** is a reference interest rate in the euro area;
- > **FATCA** is an abbreviation used in these General Terms and Conditions and is short for Foreign Account Tax Compliance Act, which is an Act on respecting tax regulations concerning accounts abroad;
- > **Credit transfer** is a payment service upon which the payer orders individual or several payment transactions to its payment service provider;
- > **Funds in the account** is the sum of the positive balance in domestic and foreign currencies and the approved overdrafts on the transaction account;
- > **Strong authentication** means an authentication based on the use of two or more elements categorised as user knowledge (something only the user knows), user possession (something only the user possesses) and inferences of the user (something that the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data;
- > **Core SDD scheme** is a SEPA direct debit core scheme (SDD) and sets out rules, standards and procedures for SEPA direct debit implementation, where the payer is generally the consumer and the payee is a legal entity;
- > **Payment service** is any of the activities performed by the bank within the scope of its business activity and to the extent agreed in the Agreement, concluded between the bank and the user, and these General Terms and Conditions;
- > **Payment transaction** is an act of the deposit, transfer or withdrawal of funds ordered by the payer or ordered on their behalf or ordered by the payee, whereby payment transaction execution via the bank does not depend on the underlying obligations between the payer and the payee;
- > **Payment instrument** means any device or set of procedures, or both, agreed between an individual user and their bank, and is linked only to that user in order to be used to order a payment order (e.g. payment cards, online banking certificate);
- > **Payment order** is an instruction to the payer's bank, by which the payer, the payee or payment initiation service provider orders payment transaction execution;
- > **Payer** is a legal person, entrepreneur, private individual or entity governed by civil law, which orders a payment transaction by issuing a payment order or provides consent to the execution of a payment order issued by the payee, or provides consent to the initiation of payment order by a payment initiation service provider;
- > **The payer's payment service provider** is the payer's bank;
- > **Entrepreneur** is a natural person who independently performs a gainful activity on the market within an organized company;

- > **Agreement** is a contract concluded between the bank and the user, with which the contracting parties agree on the provision of the bank's payment services for the user;
- > **Payment initiation service provider** is a payment service provider (third party) that enables the user to initiate a payment order at their request provided that the transaction account is accessible via the Internet;
- > **Account information service provider** is a payment service provider (third party) that provides the user - based on their explicit consent - with the service of ensuring information on one or more user accounts provided that the transaction account or accounts are accessible via the Internet;
- > **Correct delivery** is an actual or presumed delivery of a package, whereby for the latter it is considered that the package, which had been sent via registered mail with receipt to the user's last address known to the Bank and was not delivered to the user due to reasons on the part of the user, was correctly delivered on the first day after the expiry of 15 days from the submission of the registered package to the post office;
- > **Prior notice** is a notice on the amount and the estimated date of execution of the SDD sent by the payee to the payer. The payee and the payer agree on the form, deadlines and method of prior notice submission;
- > **Payee** is a legal person, entrepreneur, private individual, entity governed by civil law or consumer who is the intended recipient of the funds that are the subject of the payment transaction;
- > **Payee's payment service provider** is the bank of the recipient of funds, in the favour of which the payment transaction is executed;
- > **SDD – SEPA Direct Debit (SEPA Direct Debit)** is a payment service for debiting the payer's payment account, where the payment order for SDD is ordered by the payee based on the payer's consent;
- > **SEPA (Single Euro Payments Area)** is an environment in which consumers, business entities and other payment service users can make and receive euro payments with payment service providers, under the same basic conditions, rights and obligations and business practices, irrespective of whether such payment is made within an individual or between SEPA countries;
- > **SMS** stands for short message service;
- > **Consent to payment transaction execution** is:
 - > a submission of a paper or electronic payment order by the user to the bank,
 - > submission of an authorization for the execution of a payment transaction by the user in the case of a payment transaction ordered by the payee,
 - > submission of a payment order by the payment initiation service provider;
- > **Consent to the account information service** is the consent of the user given to the account information service provider in connection with the user's transaction accounts with the bank;
- > **Durable medium** is any instrument that enables the user to store data addressed personally to them in a way accessible for future reference and for a period of time adequate for the purposes of the information and that allows the unchanged reproduction of the information stored (paper or electronic notification form in pdf format);
- > **Transaction account** is a payment account opened and kept by the bank for the user for the purpose of making payment transactions and other purposes related to the provision of banking services for the user (hereinafter also: the account);
- > **Third country** is a country other than the Member State referred to in the 11th indent of this paragraph;
- > **User** is a legal person, entrepreneur, private individual or entity governed by civil law who uses payment services as a payer or payee or both and who concludes a Payment Services Agreement with the bank (hereinafter: the Agreement);
- > **Private individual** (hereinafter: private individual) is a natural person who is not an entrepreneur (hereinafter: entrepreneur) and who independently performs specific activities e.g. notary, doctor, lawyer, farmer etc.;

- > **ZPlaSSIED** is an abbreviation used herein and denotes the Payment Services, Services for Issuing Electronic Money and Payment Systems Act (Official Gazette of the Republic of Slovenia No. 7 of 7 February 2018).

4. Payment services

The bank provides the user with payment services agreed between the contracting parties with the Agreement. The contracting parties may conclude a special written agreement laying down that the bank is to render other legally permissible payment services to the user. The agreement shall be concluded in writing (the user and the bank enter into a special agreement - depending on the type of payment service or additional service - on whether the bank is to approve the payment service or additional service at its discretion based on the user's written application) and shall become an integral part of the contractual agreement under the Agreement.

4.1 Types of payment services

- a) Payment services, for which the user is to open a transaction account with the bank:
1. **Execution of a payment transaction:** is a payment service, under which the bank, based on the user's payment order, transfers funds from a payment account of the payer to a payment account of the payee with a bank or another payment service provider and/or under which the bank, based on the user's payment order submitted to the bank or received through another payment service provider, credits the user's account;
 2. **Cash deposit in a transaction account:** is a payment service, under which the user hands over banknotes and/or coins to the bank for the benefit of their account with the bank;
 3. **Cash withdrawal from transaction account:** is a payment service, under which the user takes over the amount debited from their bank account in the form of banknotes and/or coins;
 4. **The issue of payment instruments** is a payment service in which the Bank transacts with the payer and provides them with a payment instrument for the ordering and processing of the payer's payment transactions;
 5. **Acquisition of payment transactions** is a payment service provided by the Bank that accepts and processes the payment transactions from the payment recipient, therefore transferring funds to the payment recipient;
 6. **Direct debit** is a payment service where the payee - based on the payer's consent - orders a payment transaction to debit the payer's account, whereby the payee's payment service provider credits the payee's account for the successful execution of a direct debit (the conclusion of an agreement is required);
 7. **Payment initiation service** means a service to initiate a payment order at the request of the payment service user with respect to a payment account held with another payment service provider;
 8. **Account information service** means an online service to provide consolidated information on one or more payment accounts held by the payment service user with another payment service provider or with more than one payment service provider.
- b) Payment services for which the user does not need to open a transaction account with the bank:

1. **Cash deposit** is a payment service under which the user hands over banknotes and/or coins to the bank for the benefit of their transaction account with another payment service provider (application approval required);
2. **The issue of deferred business payment cards to budget users** is a payment service in which the Bank transacts with a budget user and provides them with a payment instrument for ordering and processing the payer's payment transactions (application approval required);
3. **Acquisition of payment transactions** is a payment service provided by the Bank that accepts and processes payment transactions from the payment recipient, therefore transferring funds to the transaction account of the payment recipient at another payment service provider (application approval required).

4.2 Additional services

To provide the above payment services, the Bank offers additional services:

- > transaction account opening (application approval required);
- > usage of online banking (application approval required);
- > limit on transaction account (conclusion of agreement required);
- > use of debit and credit business cards (application approval required);
- > automatic transfer of funds (application approval required);
- > SMS messages on the account balance and/or inflow (application approval required);
- > acceptance of cards and Flik Pay payments at the point of sale (application approval required).

5. Execution payment transactions

5.1 Payment order

Payment orders may be issued by:

- Payer: issues or submits a payment order to the bank on paper or electronically;
- Payment initiation service provider (electronic);
- Payee via SEPA direct debit (electronic).

The bank has established appropriate security measures, with which it protects the confidentiality and integrity of the personal security credentials of the user.

For electronic remote payment transactions and payment transactions ordered through a payment initiation service provider, the bank applies strong user authentication including elements that dynamically link the payment transaction to a specific amount and a specific payee.

The bank enables the payment initiation service provider to comply with the strong authentication procedures provided by the bank to the user.

5.2 Execution of payment orders and informing users about the executed payment transaction

Payment order status:

Payment order status	Description of payment order status
Received paper payment order	A payment order is received when it is handed over to an authorised person at the bank branch. The collection of several payment orders is accompanied by consignment (statement of the amounts of individual payment orders and the total amount), separately by individual execution

	date and by urgent payment orders. Orders must be signed by authorised persons for the disposal of funds in the account.
Received electronic payment order	A payment order is received when it is on the bank's server.
Executed payment order	<p>A payment order is executed when:</p> <ul style="list-style-type: none"> > the balance on the user's account is decreased and the balance on the payee's account is increased provided that both accounts are held by the bank; > the balance on the user's account is decreased, the order for crediting the payee's account is submitted and coverage is provided to the payee's payment service provider, provided that the payee has an account with another payment service provider in the Republic of Slovenia; > the balance on the user's account is decreased, the order for crediting the payee's account is submitted and coverage is provided to the payee's payment service provider, provided that the payee has an account with a payment service provider in another EU/EEA country or third country.
Rejected payment order	<p>A rejected payment order is an order received by the bank and:</p> <ul style="list-style-type: none"> > for the execution of which no coverage is provided; > is illegible, amended or fails to contain the complete data for the execution; > other regulations prohibit its execution; > the user is a subject to restrictive measures or other breaches of item 20 (Restrictive Measures).

5.3 Receipt of the order

The bank is to execute a payment transaction when it receives it and when the available balance on the user's account enables its execution, unless conditions for payment order refusal are fulfilled. Payment orders are to be completed in line with the regulations and standards for payment systems and the bank's instructions for completing payment orders, which are enclosed to these General Terms and Conditions and available at the bank's website.

Should the bank receive a payment order on a date other than a business day, or after the time specified in the Schedule - Execution of Payment Transactions for Legal Entities, Entrepreneurs, Private Individuals and Entities Governed by Civil Law, the payment order shall be deemed to have been received on the following business day.

The bank securely communicates with the payment initiation service provider, and the latter is to confirm its identity to the bank upon each payment initiation.

The bank treats payment orders submitted via the payment initiation service provider in the same way as payment orders received directly from the user, i.e. in line with the terms and conditions set out herein.

Immediately after receipt of the payment order from a payment initiation service provider, the bank provides or make available all the information on the initiation of the payment transaction and all the information available to it regarding the execution of the payment transaction to the payment initiation service provider.

5.4 Payment order rejection

The bank may refuse to execute a payment order if the conditions for its execution fail to be met. The bank is to inform the user of the rejection and, if possible, of the reasons in this regard, and the procedure for eliminating the errors that caused the rejection, unless this is prohibited under other regulations.

The bank shall submit the notice referred to in the first paragraph of this Article or make it available to the user at the earliest opportunity and not later than within the period set out for the execution of the payment order under the point on payment order execution.

The bank may refuse to execute a payment order if risks are identified in terms of restrictive measures.

The bank may charge a notification cost to the user on the rejection of the payment order. The cost is defined in the applicable Tariff of compensation for payment services for legal entities, entrepreneurs, private individuals and entities governed by civil law.

5.5 Payment order revocation

The payer may revoke a payment order at any time by withdrawing consent to execute the payment transaction.

The payer may not revoke a payment order after the payment order for the execution of the payment transaction has become irrevocable i.e. when it has been received by the payer's bank, except for payment orders with an execution date in advance, no later than by the end of the business day preceding the payment transaction execution date.

Where a payment transaction is initiated by a payee with a direct debit, the payer may revoke the payment order initiated by the payee by the end of the business day preceding the day agreed for debiting the payer's account.

After the expiry of the time limits referred to in paragraphs one to three of this item, the user may only revoke the payment order on the basis of an agreement with the bank.

If the payment order is initiated by the payment initiation service provider, the user may not revoke the payment order after giving consent to the payment initiation service provider to initiate the payment transaction.

5.6 Strong user authentication

The bank is to perform strong user authentication when the user:

- > accesses to a transaction account online;
- > submits payment transactions remotely, via online/mobile banking or orders a payment transaction through a payment initiation service provider.

5.7 Payment order execution

The bank is to execute the payment order if the following conditions are met:

- > the bank receives a payment order in line with the Schedule - Execution of Payment Transactions for Legal Entities, Entrepreneurs, Private Individuals and Entities Governed by Civil Law enclosed to these General Terms and Conditions;
- > sufficient funds are provided in the account;
- > the payment order is completed legibly (without corrections), with all the required data under the ZPlaSSIED;

- > there are no legal obstacles to the execution of the payment order;
- > if the user is not subject to restrictive measures laid down in paragraph 1, item 20, and compliance is given with the Client Suitability Policy, as defined in paragraph 5, item 20, and no violations of the commitments and assurances from paragraphs 6 and 7 of item 20 of these General Terms and Conditions (Restrictive Measures) have been noted.

The payment order should not be subject to any suspensive or resolutive condition. If the payment order is subject to any suspensive or resolutive condition, it has no legal effect and the bank is to reject it.

Where a user provides no special instructions with regard to payment orders, the bank shall use its best judgement to determine the method of execution in favour of the user. Upon receipt of the payment order, third parties do not acquire any rights against the bank.

Should the user submit an incorrect unique identifier on the payment order to the bank, the latter shall not be responsible for the incorrect execution of the payment transaction. Should the user submit other data, in addition to the unique identifier or other information required by the bank to execute the payment order, the bank shall only be responsible for executing the payment transaction in line with the unique identifier provided by the user.

The user shall be responsible for the completeness and accuracy of the data on the payment order. The bank shall not be liable for any damage that may occur to the user due to the execution of forged or altered payment orders.

The user shall inform the bank about an unauthorized and/or non-executed payment transaction without undue delay as soon as they become aware that such a payment transaction has occurred, but no later than within 8 days after the day of debiting or crediting the account.

The user shall immediately and without delay inform the bank of the payment transaction executed in their favor without a legal basis.

If the execution date on the order is set in advance, the bank is to check the conditions for payment order execution no more than one business day before submitting the payment order to the payment system.

The bank guarantees that, based on the user's payment order, the amount of the payment transaction will be credited to the account of the payee's payment service provider as follows:

- > for a payment order in euros in the case of a domestic payment transaction on the date of receipt of the payment order (unless a later execution date is specified in the order and provided that the order is submitted in line with the bank's Schedule - Execution of Payment Transactions determined by the bank in advance and that it meets the conditions for the receipt of an order. In the case of an out-of-schedule submission, the payment order shall be deemed to have been submitted on the next business day.);
- > for a payment order in euros in the case of a cross-border payment transaction, no later than the end of the next business day following the receipt of the payment order;
- > for a payment order in a currency of a Member State other than the euro, in the case of a domestic, cross-border or other payment transaction, no later than the end of the fourth business day following the receipt of the payment order;
- > for a payment order in the currency of a third country in the case of a domestic, cross-border or other payment transaction, no later than the end of the fourth business day following the receipt of the payment order. Should several intermediary banks be involved in the payment transaction execution, the payment order is to be executed within 10 business days.

Should the payment order be submitted in paper form, the deadline for payment transaction execution under indents 2, 3 and 4 above is to be extended by 1 business day.

The user and the bank agree that payment orders of domestic payment transactions are to be executed in the order in which they were received, and with regard to the coverage on the account, unless otherwise agreed. In doing so, the bank is to consider the priorities set by the Act.

Without the user's consent, the bank is to execute a payment based on an enforceable court decision on execution, an enforceable tax authority decision on execution or forced recovery, or an enforceable decision of another state authority on the seizure of funds in the account.

If the bank keeps the user's account in domestic and foreign currencies, and if there are insufficient funds in the account to execute the payment order in the currency on the payment order, the bank is to carry out the conversion from other available currencies according to the user's order. The bank shall reject the payment order if no conversion order is provided.

5.8 Recall request of the executed payment transactions

5.8.1 Recall at the request of the payer

A recall of an executed payment transaction may only be requested in case of duplicate transactions, technical problems or misuse.

The payer shall send to the bank a written request for the recall of an already executed payment transaction no later than 8 business days from the date of execution.

The amount will only be refunded to the payer upon the payee's prior consent.

The amount refunded may be reduced by the costs of the payee's bank and any other costs incurred by the intermediary banks.

5.8.2 Recall at the request of another bank

The bank shall send a notification on the received request for the recall of a payment transaction to the payee.

The payee shall confirm or reject the refund request in writing within 8 days.

In case of confirmation, the bank shall refund the amount to the payer. Should the payee reject or fail to respond to the refund request, the amount of the payment transaction is not to be refunded.

Should the bank receive a request for the refund of funds received by the user in a transaction account due to an internet scam, the user is to authorize the bank and enable it to repay the amount of unduly received funds within the positive balance in local currency and other currencies in which the transaction account is kept. The bank shall inform the user thereof with a statement in the manner agreed herein.

Should the bank receive funds for crediting the transaction account of a user that has been deleted from the court register or has ceased its activity based on the provisions of the ZFPPIPP, the bank is to immediately return the received funds to the payer.

6. Bulk payment

Bulk payment is a payment instrument that enables the user to execute individual payment transactions to a larger number of recipients. The user orders the bank to make a bulk payment to the debit of their transaction account for transfers of funds to the accounts of recipients with their payment service providers, whereby the bank is to debit the user's transaction account for the total amount of the bulk payment.

- > Bulk payments may only be submitted to the bank in electronic form;

- > When importing a bulk payment file, the bank will reject the file if it contains a material error;
- > The provisions under points 5.2 to 5.7 herein also apply for bulk payment execution.

6.1 Rules on issuing the Universal Payment Order form (UPN)

The user (hereinafter: the UPN issuer) is to issue a universal payment order (hereinafter: UPN) with a QR code in accordance with the Instructions on the Form, Contents and Usage of the UPN QR. The Instructions are available at the website of the Bank Association of Slovenia www.zbs-giz.si.

The UPN issuer shall fill in the payee reference field in the QR code so as to be able to identify the debtor or the person with whom it has concluded an agreement on the supply of goods or services, and the purpose of the payment based on the data in this field and the transaction unique identifier at the request of the payment service provider of the UPN issuer in line with point 5 of Article 2 of Regulation (EU) 2015/847 of the European Parliament and of the Council (OJ EU L141/1 of 5 June 2015).

The UPN issuer, issuing the UPN form with the QR code, shall enter in the field Name, Street and Place of the payer the data on the debtor or person with whom it has concluded an agreement on the supply of goods or services, and the purpose of the payment.

The UPN issuer undertakes to keep data on the debtor or person, with whom it has concluded an agreement on the supply of goods or services, i.e. name and surname or company name and address for 5 years after the receipt of an individual payment with a unique transaction identifier and based on the payee reference data specified in the reference field, in the UPN QR code.

The UPN issuer shall forward the data referred to in the preceding paragraph to the payment service provider of the UPN issuer within the period set out by the payment service provider. In case of contractual relationship termination, the UPN issuer shall provide the contractual payment service provider, in the relevant form, with the data referred to in the previous paragraph for all received payments based on the UPN with a completed QR code up to and including the day of contract termination.

7. Online and mobile banking

Payment orders may also be submitted to the bank via online and mobile banking upon prior agreement between the user and the bank. The terms and conditions of online/mobile banking operations are set out in the Terms and Conditions for Online Banking Operations for Legal Entities, Entrepreneurs, Private Individuals and Entities Governed by Civil Law and Digital Banking General Terms and Conditions.

8. SEPA direct debits

8.1 Consent

The payer and the payee shall agree on the settlement of the payer's obligations with the SDD in such a way that the payer issues consent for SDD execution to the payee. The payer is to inform the payee about changes in the data referred to in the consent, and of consent withdrawal.

The payer is to inform the payee in the event of a change in the payment account.

If the consent is issued for SDD execution via the basic SDD scheme, the payer does not need to provide the consent to the bank, as the bank is not obliged to compare the data in the consent with the data in the payment order.

The payer's consent becomes invalid if the payee submits no payment orders for SDD execution in the last 36 months.

8.2 Execution of payment orders

The bank shall execute SDD on the execution date if the payer provides sufficient funds in the payment account in line with the schedule. If the execution date is not a business day, the payer is to provide sufficient funds in the payment account on the first subsequent business day.

8.3 Opposition

The payer may submit a notice of opposition to the bank, in writing or through online banking, before the execution date in line with the schedule, requesting the bank not to execute the payment order. The written notice of opposition must contain at least the following data: consent reference code, amount, date of execution and the name of the payee.

Prior to SDD execution, the payer is entitled to express its opposition to the payee, in a manner and within the deadlines under their mutual agreement.

8.4 Restrictions and prohibitions

The user may submit to the bank, in writing or via online banking, a ban on debiting their account with SEPA direct debits for a specific payee or a ban on debiting the account for foreign, domestic or foreign and domestic direct debits; moreover, the user may set a limit for individual direct debits and a monthly limit for total direct debits.

Restrictions and prohibitions provided to the bank by the user shall apply on the first day of the following calendar month from the day when the bank receives the restriction or prohibition.

8.5 Refund

The payer may only request a refund for approved payment transactions (valid consent of the payer exists) within 8 weeks from the execution date under the basic SDD scheme. In this case, the payer's bank is to return the funds to the payment account no later than 10 working days after the receipt of the refund request.

The payer may request a refund for executed payment transactions no later than 13 months after the date of execution, provided that they have informed their bank that they have not provided consent (not approved) for SDD execution. In this case, the payer's bank is to request the payee's bank to provide proof of the existence of a valid consent. Should the payer's bank receive proof of the existence of a valid consent, it is to reject the refund request. Should the payer's bank receive the payee's bank notification on the non-existence of a valid consent or establish, based on the received proof, that the consent is not in line with the executed SDD, it is to return the funds to the payment account and send a refund request to the payee's bank.

Moreover, the payer may request a refund in connection with executed SDDs within 13 months in case of errors in the SDD's execution in the payer's bank.

Upon the refund, the payer is entitled to interest on the amount of the executed payment transaction from the day of the SDD execution up to and including the day before the day of the refund to the payer's account at the EONIA interest rate.

The payer may only submit a refund request to the bank where the SDDs have been executed.

The payer is to submit a refund request on the form received at the bank or through online banking.

8.6 Informing

The payer shall be informed of the amount and date of the individual SDD with the prior notice of the payee.

The bank may provide the payer with insight into or information on SDD payment orders before the execution date.

The information on executed payment orders is available to the payer in the statement of payment account. The paper statement does not contain all the information under Regulation (EU) No 260/2012.

The bank shall promptly inform the payer about non-executed SDD payment orders.

8.7 Complaints

Payer complaints arising from the contractual relationship between the payee and the payer shall be mutually settled by the payee and the payer; any other complaints are to be settled between the payer and the bank.

9. Account information service

The bank is to establish appropriate security measures with which it protects the confidentiality and integrity of the personal security credentials of the user.

The bank uses strong user authentication for the information required through the account information service provider.

The bank enables the account information service provider to comply with the strong authentication procedures provided by the bank to the user.

9.1 Consent to provide account information

The user may give consent to the account information service provider to provide insight and information on the balance in their transaction account.

The bank securely communicates with the account information service provider; the latter is to confirm its identity to the bank upon each communication. The bank handles requests for information submitted through the account information service provider in a non-discriminatory manner.

9.2 Refusal of access to transaction accounts

The bank may refuse access to the user's transaction account to the payment initiation service provider and the account information service provider where:

- > there is objective and duly substantiated reason to suspect that it involves unauthorised or fraudulent access or fraud in accessing a transaction account by the account information service provider or the payment initiation service provider,
- > there is objective and duly substantiated reason to suspect that it involves unauthorised or fraudulent payment transaction initiation or fraud in initiating a payment transaction by the payment initiation service provider.

In case of a refusal of access to the transaction account, the bank informs the user thereof with a notification in the online bank, as soon as possible, and at the latest immediately after the refusal.

When the grounds for refusing access cease, the bank is to provide access to the transaction account.

If there is reason to suspect deceptive and fraudulent practices in accordance with paragraph 1 of this Chapter, the bank shall inform the Bank of Slovenia of the incident with details of the case and reasons for action.

10. SMS services

SMS services denote a set of services where the bank informs the user's legal representative and/or authorized person about the balances in the transaction accounts and/or inflows to the transaction accounts and/or transactions made using business cards. The bank is to send SMS messages to the telephone number indicated on the application. Message delivery performance depends on the availability of the user's phone and the mobile operator/network in which the user is registered when the message is sent. As a rule, SMSs can be sent to the numbers of domestic and foreign mobile operators registered in the domestic or foreign GSM network when the message is sent. Some foreign operators independently disable the receipt of SMS messages, which is beyond the bank's control. In the light of the above, the bank is to assume no responsibility for the consequences arising from a message that fails to be sent or delivered. The user may obtain information about the transaction account operation by other means as set out herein.

11. Transaction account

The bank may open one of the following accounts upon the specific request by the user:

- > business transaction account;
- > fiduciary transaction account;
- > reserve fund transaction account under the Housing Act;
- > zero-balance transaction account of budget users;
- > transaction account of the initial capital.

11.1 Business transaction account

11.1.1 Opening an account

The bank is to open an account for the user when the Agreement is signed provided that the user meets the following requirements and conditions:

- > completes a specific written application for account opening submitted to them by the bank in an accurate and complete manner,
- > submits a completed signature card of authorised signatories and documentation that enables the identification of the user and persons authorised to dispose of funds in the account taking into consideration the regulations, including the provisions of the Act relating to the prevention of money laundering and terrorist financing, and
- > submits all necessary data for keeping the register of accounts, other documentation in accordance with the applicable regulations and any other documentation required by the bank.

The bank shall approve or reject the application for account opening no later than three working days after it receives the application and all the required documentation, and shall immediately inform the user thereof.

The bank may reject the application without stating specific reasons. The user may start operating via the account on the first business day following the approval of the application.

The legal relationship between the bank and the user, with regard to the opening and operation of the account, arises on the date the application is approved.

11.1.2 Account management

The bank shall provide payment services for the user with regard to the available funds in the account.

The available funds in the account is the sum of the positive balance of funds in the account and the approved undrawn limit.

A positive balance in the account is a sight cash deposit with the bank; pursuant the Deposit Guarantee Scheme Act, a deposit of up to EUR 100,000 is guaranteed.

Only the user may dispose of the funds in the account. The funds may be disposed of without restriction, unless otherwise provided by regulations.

The legal representative of the user or their representative may dispose of the funds in the account on behalf of the user within the applicable authorizations. The authorization may not relate to the right to continue issuing authorizations and to the right to close the account.

Persons authorized to dispose of the funds in the account are to deposit their signature with the bank. Signatures submitted to the bank shall apply until a written revocation of the authorization to dispose of the funds, or the receipt of a notification of termination of a legal entity, entities governed by civil law, entrepreneur or private individual, or notification of the death of a private individual or entrepreneur irrespective of any entry of a change in the right of disposal or representation in any public register or publication in the Official Gazette.

The bank shall manage the account in domestic and individual foreign currencies. The bank shall credit received funds to the user's account in the currency of receipt.

11.1.3 Disposing of funds in the account

The user may dispose of funds in their account when the amount of the payment transaction is credited to the bank account in line with the payment transaction execution periods specified in the Schedule - Execution of Payment Transactions for Legal Entities, Entrepreneurs, Private Individuals and Entities Governed by Civil Law and when the bank receives all necessary information for crediting the user account.

If the day on which the funds are credited to the payee's bank account is not the bank business day, for the purposes of paragraph 1 of this item, the payee's bank shall be deemed to have received the payee's funds on the first subsequent business day.

In the case of the receipt of a payment transaction where the date of crediting the bank account has passed, for the purposes of paragraph 1 of this item, the payee's bank shall be deemed to have received funds for the payee on the day of receipt of the payment transaction. In the case of a cash deposit into a day or night deposit box or ATM the bank will credit the user's account by the next business day at the latest.

An incorrectly posted debit or credit of the account without the user's order, which is due to the bank or its external contractor, may be remedied by counter-posting so that the balance in the account is unchanged. The bank shall inform the user thereof with an account report and account statement sent in the agreed manner.

11.1.4 Other bases for debiting the account

In addition to account debiting under payment transactions, the bank is to debit the user's account in the following cases:

- > payment of domiciled bills of exchange issued or accepted by a user, who is a legal entity, private individual or entrepreneur, in connection with the performance of activities: pursuant to the regulations governing payment services and the redemption of bills of exchange at banks, and within the funds available, the bank is also to debit the user account based on the submitted bill of exchange, provided that it is subject to a clause stating that the bill of exchange is payable to the bank (domicile clause) and that the bank obtains all the necessary information on the redemption of the bill of exchange from the holder. A bill of exchange shall be deemed to include the user's irrevocable authorisation to the holder of the bill of exchange to initiate payment transaction execution in line with the issued bill of exchange and the user's irrevocable consent to their bank to initiate payment transaction execution. If the bank manages the user account in domestic and foreign currencies and the coverage, in the currency to which the bill of exchange is denominated, is insufficient, it shall perform conversion from other available currencies without the user's order;
- > The enforcement of funds in the account and security with these funds: in case of a decision on enforcement, security or other coercive measure with regard to the funds in the account issued by a court, TARS or other competent authority, the bank shall prevent the user from disposing of the account (in the amount indicated in the order) and pay the receivables in line with the decision;
- > if the bank manages the user's account in domestic and foreign currencies and is to make the payment from the account based on a court, tax or other decision of the state authorities, and if there are insufficient funds in the account to execute the payment order in the currency therein, the bank is to carry out conversion from other available currencies without the user's order. In doing so, the bank shall comply with the regulations governing the performance of enforcement and security, and the regulations governing payment services. The bank shall not verify the relationship between the account user and the person designated as a creditor in the decision on enforcement or security.

If the Bank carries out a seizure and transfer of funds on the basis of an enforcement order without meeting the conditions thereof, it must reimburse the user the transferred funds with all the applicable compensations and interest to which the user is eligible. The Bank must return the funds by the next business day at the latest after it has detected the transfer of funds or was notified thereof.

11.1.5 Remuneration of funds in the account

The bank shall remunerate the funds in the account within the deadlines, in the manner and with the interest rates determined by the Interest Rates for Transaction Account Operations for Legal Entities, Entrepreneurs, Private Individuals and Entities Governed by Civil Law enclosed herein in force at the relevant time.

11.1.6 Closure of the account

The account may be terminated at any time by either party without any requirement to give reasons.

The user is to terminate the account by submitting to the bank a written request for the closure of the account. The bank is to close the account after the expiry of one month from the receipt of a valid application.

The Bank is to terminate the account by informing the user about the account termination and the balance of funds in the account through correct delivery. The Bank terminates an account following a one-month notice, which is initiated on the first subsequent day after the correct delivery of the termination notice. The Bank is to transfer any funds in the account at the time of closing to the Bank's transitional account, where they shall be non-interest bearing and shall remain available to the user, providing there are funds in the account at the time of closing and the user fails to withdraw the funds in the Bank or fails to communicate the transaction account to which the Bank should transfer the funds.

Should the user, which is the holder of a transaction account with the bank (acquired company), cease to operate due to a merger with another legal entity (acquiring company - legal successor), the bank is to request the acquiring company in writing to close the transaction account of the acquired company. Should the acquiring company fail to close the transaction account of the acquired company within 30 days from the bank's request (date of handover to the postal service), the bank is to close the transaction account of the acquired company and charge the costs in this respect to the acquiring company.

11.1.7 Denial of access to assets in transaction accounts

The bank may deny or restrict a user's access to the user's transaction account and prevent asset disposal if there are objectively justified and sufficiently proven reasons to suspect that the assets in the user's transaction account originate from a criminal offence(s) or there are reasons to suspect a violation of the prevention of money laundering and terrorism financing legislation.

In case of a refusal of access to the transaction account, the bank informs the user thereof with a notification in the online/mobile bank or in writing as soon as possible and gives a reason for its decision.

When the grounds for refusing access cease, the bank will again provide access to the transaction account.

11.1.8 Deposit guarantee scheme

Deposits in the bank are protected by the Deposit Guarantee Scheme in line with the Deposit Guarantee Scheme Act (Official Gazette of RS, No. 27/2016). A guaranteed deposit is an eligible deposit up to the amount of the deposit on the cut-off date for calculating the guarantee, including any accrued interest up to this date, but no more than EUR 100,000. Eligible deposits of natural persons, natural persons engaged in an activity in a self-employed capacity, private entrepreneurs, and legal entities (companies) are eligible for the guarantee in the Deposit Guarantee Scheme. The guarantee applies up to EUR 100,000, considering the total balance of receivables the deposit holder (depositor) has at each bank and savings bank stemming from positive balances on the depositor's account, and which the bank must return to the depositor in line with the laws and contracts.

Deposits of the following depositors are not eligible for the guarantee in the Deposit Guarantee Scheme:

- > deposits in the name of the bearer, including deposits for which the bank failed to obtain relevant data for the identification of the actual eligible persons by the day of the issue of the decision concerning the non-availability of deposits;
- > deposits of banks and investment companies and other financial institutions;
- > deposits of insurance companies, reinsurance companies, and insurance holdings;
- > deposits of collective investment undertakings;
- > deposits of retirement funds and retirement companies;
- > deposits of countries and central banks and deposits of entities who are users (direct or indirect) of the government budget;
- > deposits of local communities and deposits of direct and indirect local community budget users.

The Deposit Guarantee Scheme pays out the margin of a guaranteed deposit within seven business days at the latest of the cut-off date for calculating the guarantee in euros. If a receivable of the depositor due from the bank, which is considered when a guaranteed deposit is determined, is nominated in a non-euro currency, the receivable is converted to the euro currency as per the exchange rate published by the Bank of Slovenia on the cut-off date for the guarantee calculation.

More information about the protection of deposits is available at <https://www.bsi.si/> (Deposit guarantees in banks).

11.2 Fiduciary transaction account

The bank is to open a fiduciary transaction account if:

- > the user holds the position of a notary, lawyer, executor, trustee, custodian for special cases, insolvency administrator or a person who provides safe custody services within their regular activity or profession, or a person who provides the purchase of receivables services within their regular activities;
- > the user settles transactions with receivables under commercial contracts through a fiduciary account; the transactions with receivables have been concluded within the service provided by the user to their clients, whereby the user assumes responsibility for fulfilling the obligations of the clients in relation to counterparties transactions against own proprietary capital by entering into each of the transactions settled through this account as a new seller in relation to the buyer and as a new buyer in relation to the seller;
- > the user only uses the fiduciary account to accept payments from assigned receivables under commercial contracts, whereby payments are accepted in their own name and for the account of the person performing the settlement of transactions with receivables under commercial contracts;
- > its use is prescribed by law.

The fiduciary transaction account is subject to the same provisions as the business transaction account (points 11.1.1 to 11.1.8 except 11.1.4); moreover, the following shall apply:

- > funds in a fiduciary account are considered to be the property of third parties. Creditors of a fiduciary account user may not encroach on these assets to recover their claims. Funds in a fiduciary account may not be part of the estate of the account user;
- > the user of the account shall submit a list of beneficiaries of the funds in the account at the request of the bank. The data for beneficiary identification includes the name and surname or company name, address or registered office and tax number of the beneficiary. Should the data not be submitted to the bank, the bank - in determining guaranteed deposits under the Deposit Guarantee Scheme Act (ZSJV) - shall consider the fiduciary account as a bearer deposit;
- > all costs related to the account and transactions via the account shall be borne by the user. The bank shall not debit the account with regard to these costs; namely, the costs are to be paid in line with invoices sent to the user by the bank.

11.3 Reserve fund transaction account under the Housing Act

Pursuant to the Housing Act, the building manager is to ensure that all payments of floor owners to the reserve fund are kept in a special account.

The reserve fund transaction account under the Housing Act is subject to the same provisions as the business transaction account (points 11.1.1 to 11.1.8); moreover, the following shall apply:

- > when the user maintains one account with resources of reserve funds for several associations of floor owners or for several multi-apartment buildings, in the case of a decision on enforcement or a decision on forced collection (pursuant to the procedures of the Tax Procedure Act or the Claim Enforcement and Security Act), the user is to provide to the bank, at its request, written information on the funds of the association of floor owners or the multi-apartment building, to which the enforcement relates;
- > if there are not enough funds to repay the enforcement referred to in the previous paragraph, the user is to daily inform the bank about the inflows in connection with the association of floor owners or multi-apartment building subject to enforcement until the final repayment is made;
- > Pursuant to the Deposit Guarantee Scheme Act, a deposit kept in an account is guaranteed up to a maximum of EUR 100,000.

Should the user fail to provide the required data to the bank within the deadlines and in the manner specified in indents 1 and 2 of the previous paragraph, they shall be liable for damages caused to the bank due to inability to enforce the decision on enforcement or forced collection.

11.4 Zero-balance transaction account for budget users

The bank is to open a special zero-balance transaction account for a budget user exclusively for withdrawals and/or deposits of domestic and foreign cash in line with the regulations governing this area.

In view of the above paragraph, the zero balance transaction account shall be subject to provisions applicable to the business transaction account.

11.5 Transaction account of the initial capital

The transaction account with the initial capital is meant for companies being established, whose founders need to transfer a cash sum in the amount as is defined in the articles of association or company contract in order to establish the company. Following the transfer of funds to the account, the bank issues the initial capital payment certificate, which the user needs in the company registration process. The user must use the account legally and in line with the purpose of its opening. The transformation of the account into a regular business transaction account is performed by the bank following the entry of the company into the business register, providing the conditions of item 11.1.1 are met.

12. Package offer

The bank also offers users various payment service packages, which include mandatory services and products for a single price, namely: business transaction account managing, one-time access fee and Link c and/or Link pro online bank and Link m-pro mobile bank managing, as well as up to two debit cards. The user may not exclude any service or product included in the package.

The bank is to charge a fee to the user for service packages in line with the Tariff applicable at the relevant time. For individual services and products included in the payment service package, the user is to be charged the package prices of services as set out in the Tariff applicable at the relevant time. The general terms and conditions applicable to a particular service shall apply for each service within the package.

The bank is entitled to withdraw or change any of the services or any product of the package at its own discretion. The bank is to inform the user of any changes to the package in a manner consistent with these General Terms and Conditions.

The user may access the payment service package upon opening a business transaction account or at any time during the contractual relationship provided that they meet the conditions for inclusion in an individual business package. Upon accessing the business package, each user is to sign the documentation for the services/products included in the selected business package as required by the bank, insofar as this is necessary.

Newly established business entities and business entities that have been operating for less than 12 months are subject to a reduced package price that will apply for a period of 12 months from the date of conclusion of the agreement. After this period, the bank is to start charging the initial package price.

The bank is to activate the package for the user on the first business day of the month following the date of ordering the package.

The user is to conclude package cooperation with the bank for an indefinite period until the submission of a written withdrawal or closing of the transaction account. The bank is to approve or reject the user's

request for the package at its sole discretion, and terminate package cooperation without giving reasons for doing so.

13. Bank liability and refund for payment transactions

Should the bank be responsible for the non-execution or incorrect execution of a payment transaction or for the execution of an unauthorised payment transaction, it shall immediately reimburse the payer the amount of the unauthorised payment transaction and all charged fees and interest that the payer is entitled to.

When a payment transaction is ordered by a payment initiation service provider, the bank is to refund the amount of the unauthorised payment transaction to the user. Should the payment initiation service provider be responsible for an unauthorised payment transaction, it shall provide the bank, at its request, with compensation for the loss incurred or reimburse the costs of reimbursing the user, including the amount of the unauthorised payment transaction.

The bank shall be absolved of its responsibility for reimbursing the amounts of unauthorised payment transactions:

- > if the execution of unauthorised payment transactions is due to exceptional and unforeseeable circumstances beyond the bank's control;
- > if the obligation to execute a payment transaction arises from other regulations, which are binding for the bank;
- > if the execution of an unauthorised payment transaction is due to fraud on the part of the user or if the user intentionally or through gross negligence fails to fulfil their liabilities with regard to the payment instrument;
- > if the user submits a forged or altered payment order to the bank for execution;
- > if the user fails to inform the bank about an unauthorised and/or non-executed payment transaction without undue delay as soon as they become aware that such a payment transaction has occurred, but no later than within 8 days after the day of debiting or crediting to the account.

14. Communication and information

The user shall inform the bank about any changes in legal status, personal and other data, data on legal representatives, authorised representatives and other data relating to the account, which are specified in the account opening application, no later than 15 days after the change occurs. Moreover, the user shall inform the bank about any changes in their tax residency during the term of the Agreement immediately or within 15 days at the latest, especially if they become a taxpayer of the United States of America. The bank shall not be liable for losses suffered as a result of non-compliance with the obligation to communicate changes.

If a user fails to act in line with paragraph one, the bank may restrict or prevent the user from disposing of their assets with the bank.

The user undertakes to:

- (i) protect the bank from any loss and
- (ii) (ii) at the first call, compensate for any loss or reimburse the costs from any legal title (e.g. payment of interest, fines or other expenses) incurred by the bank as a result of false information or documents provided by the user or as a result of inconsistencies between the user's statements in this Agreement and findings of the US or Republic of Slovenia tax authorities or fines imposed on the bank for these reasons by the US or Republic of Slovenia tax authorities, as well as the costs of such proceedings.

When notification by post is agreed on between the parties, the Bank sends a postal package to the user to the last known address of the user it holds in its records. If a package is returned to the bank with the note "unknown/moved" or any other similar note due to which the package had been returned, the bank is not obligated to inquire about the changed address of the user; however, it may cease sending notifications to the aforementioned address.

When both parties agree to the e-mail delivery of documents, the user allows the bank to send them confidential documents, which are not specifically protected with a password or any other security element, to the e-mail address provided in the account opening application and request for changes to the transaction account.

The bank shall inform the user about the executed payment transactions in the account on the account report and account statement sent at least once a month in the manner agreed with the Agreement. The paper statement does not contain all the information under Regulation (EU) No 260/2012.

14.1 A safe notification process for the payment services user

In the event of presumed or actual deceit, fraud or security threat linked to the payment services, the Bank immediately informs the user via phone to the telephone number of the user as per the following procedure:

1. Verifying the identity of the operator and the user

Prior to the start of the call:

- > an authorised employee of the Bank at the Bank's contact centre or another security verification unit in the Bank carries out the call,
- > the verified telephone number of the Bank, which is publicly available and recorded in the communication channels of the Bank, is used exclusively.

At the start of the call:

- > the operator identifies themselves with the name, surname, the name of the Bank and explains that this is a call about a security incident,
- > the user is called to verify whether the telephone number from which the call is made is in line with the official information of the Bank (e.g. website publication).

Verifying the user's identity (two-way authentication):

- > before the user is given any details about the known threat, the user must successfully confirm their identity by answering pre-agreed security questions (e.g. date of birth, the last four digits on a personal document, a certain part of the account number or communication password),
- > if the identity cannot be reliably confirmed, the call is ended and the user is advised to call the Bank themselves through an official contact channel.

2. Content and purpose of the call

When the identity is confirmed, the operator:

- > explains the detected security situation (e.g. a suspicious access attempt or an unusual transaction),
- > provides clear recommendations for further actions (e.g. immediate change of password, a temporary card block or a visit to the branch),
- > notifies the user about which measures have already been taken (e.g. preventive account block),

- > offers additional explanations and verifies whether the user has carried out the said transaction themselves.

3. Recording the call:

- > the call is being recorded (if the user consents),
- > if the user provides consent for certain measures (e.g. blocking the card), this consent is recorded in line with the internal procedures of the Bank.

4. Subsequent written confirmation:

- > following the call, the Bank sends the user written confirmation of the call's content and the executed measures via an electronic channel (online/mobile bank or e-mail) for transparency and additional verification purposes.

15. Fees, interest rates and exchange rates

The Bank is to charge the user fees and actual costs for the provision of individual payment services and other services in line with the Tariff of compensations for payment services for legal entities, entrepreneurs, private individuals and entities governed by civil law enclosed herein. The amount of the fee is to be debited from the user's account after an individual payment transaction or service is executed or on a monthly basis. In the event of the death of the user or the user's legal representative, where the user ceases to operate, the bank shall stop charging an account management fee and sending statements after it receives a notification of death. Subsequently, the bank shall act pursuant to a final order establishing succession.

The bank's exchange rate list for companies in force at the time shall be used in the event of a currency exchange. The exchange rate list is linked to the market exchange rates available on the Reuters information system, which is made public on the bank's website (www.gbkr.si) and in the bank's branches. Currency conversions are subject to the purchase and sale rates under the bank's daily exchange rate list in force at the time of conversion, unless otherwise specifically agreed by the user and the bank.

The user and the bank may agree on the exchange rate for an individual payment transaction.

In the event of the late payment of an obligation on the part of the user, the bank is to charge default interest on the amount of the outstanding commitment.

Interest rates in force at the relevant time and the method of calculating interest on transaction account credit balance and default interest are listed in the Interest Rates for Transaction Account Operations for Legal Entities, Entrepreneurs, Private Individuals and Entities Governed by Civil Law enclosed herein.

16. Payment of outstanding obligations to the Bank

The user irrevocably authorises the Bank, in line with Article 787 of the Obligations Code, to repay any due and outstanding receivables due from the user that derives from any mutual legal relationship at any time and without prior notice to the user, i.e. from the available balance of funds on the transaction account or any other balance of the user. Based on this authorisation, the Bank settles each and every outstanding liability of the user to the Bank through payment on behalf and for the account of the user and for the benefit of the Bank or by settling a user's claim to the Bank from any user's balance at the Bank.

The authorisation as per the previous paragraph constitutes consent and approval to the Bank to effect a payment transaction in a manner and within the scope as indicated.

To secure the repayment of an outstanding liability to the Bank from a contract, the Bank has, in line with Article 780 of the Obligations Code, a statutory pledge right on all the assets or receivables of the user due to the Bank in transaction or any other accounts opened on the basis of a contract, as well as all funds that the Bank receives to the benefit of the user in the framework of the execution of the contract. The user further pledges to the Bank all the funds or receivables due to the Bank from any other relationship with the Bank to secure the repayment of outstanding liabilities to the Bank from the contract.

Pursuant to the provision of paragraph 5 of Article 10 of the Deposit Guarantee Scheme Act (ZSJZ), all the receivables of the Bank due from the user under any mutual relationship can be set off against the receivable of the user due from the Bank in relation to the payment of the deposit guarantee cover.

The provisions of this item are not used when a fiduciary transaction account is opened on the basis of a contract in line with the applicable regulations.

17. Termination of the Agreement

The Agreement shall terminate upon the expiry of the period for which it is concluded, or upon withdrawal.

The user may unilaterally terminate the Agreement at any time, i.e. in writing and with a notice period of one month.

The bank may terminate an Agreement of indeterminate duration with a notice period of one month. The bank is to provide the notice on Agreement termination to the user in a clear and comprehensible manner in a paper form or on another durable medium.

The provisions of this item of the General Terms and Conditions are without prejudice to the rights of the Bank to terminate the framework agreement under the terms and conditions of termination laid down in another law.

If the termination of the contract is submitted via registered mail, the period of notice shall begin on the first day following the correct delivery.

The Agreement may be terminated at any time based on a written agreement of the contracting parties. In the event of the termination of the Agreement, the user shall be obliged to fully settle all the obligations under the Agreement incurred before the date of Agreement termination.

In the event of withdrawal from the Agreement, the user is to pay to the bank the fees charged for payment services for a given period of time in a proportionate share until the Agreement is terminated. Should such fees be paid in advance, the bank is to reimburse the user for a proportionate share of the fee paid.

Should the bank violate the provisions of these General Terms and Conditions, which relate to informing the user, the user shall be entitled to challenge the Agreement under the provisions of the Obligations Code.

If a user is removed from the Slovenian Business Register, the bank may terminate the user's transaction account after the expiry of a one-month period of notice, whereby the bank shall inform the person eligible for the financial assets of the removed user in line with item 14 of these General Terms and Conditions. If, by the day on which the transaction account of the removed user from the Slovenian Business Register is closed, the bank fails to receive a notification on where to transfer any financial assets, the bank shall transfer the financial assets to a special temporary account of its own choice, whereby the financial assets shall no longer accrue interest.

18. Complaint handling and the settlement of disputes

The user and the bank shall settle possible disputes in an amicable manner in accordance with these General Terms and Conditions.

The user is to submit any complaints regarding the Bank's provided service as follows:

- > in person at the Bank's branch,
- > via post to the postal address of the Bank: Gorenjska banka d.d., Kranj, Bleiweisova cesta 1, 4000 Kranj, mention: Complaints Unit,
- > online or through the mobile bank by adding a message entitled "Subject-matter: Appeal",
- > via e-mail to pritozbe@gbkr.si,
- > via phone at 04 20 84 312.

The complaint must be understandable and clear, and it must include all the facts on which the user's request is based.

18.1 Complaints-handling process

The Bank shall reply to the complaint without undue delay in the shortest time possible and within 8 days from receiving a complete complaint at the first level at the latest. The deadline for adopting a decision shall be initiated on the business day following the day on which a complete complaint had been received. The complaint is resolved by the Complaints Unit.

If the user is not satisfied with the Complaints Unit's answer to the complaint following the receipt of the answer to the complaint or if the user does not receive an answer within the specified timeframe, the user may submit a written objection within 15 business days following the receipt of the answer or after the deadline for the receipt of an answer has passed, addressed to the Complaints Committee at Gorenjska banka. The objection must be submitted in writing.

19. Data protection

Data on payment service provision shall be treated as confidential, except in cases where they need to be submitted to third parties based on their authorisations under the applicable regulations.

By signing this Agreement, the user authorises the bank to obtain the data necessary for the provision of payment services. The user expressly agrees that all data obtained, especially the data indicated in this Agreement, may be used, stored and included in databases and computer-processed for the needs of the bank and the implementation of legal and contractual obligations.

The user agrees with the processing of personal data and allows the processing of personal data submitted to the bank or that the bank holds in order to meet the contractual obligations and the appropriate legislative and statutory obligations of the bank and obligations adopted in line with the international legal acts and acts of the European Union that apply to the Republic of Slovenia, as well as all of the binding domestic and international acts and rules that apply or relate to the prevention of money laundering and terrorist financing and the implementation of the international agreement concluded between the Republic of Slovenia and the USA, relating to the Foreign Account Tax Compliance Act (FATCA), the OECD Common Reporting Standard (CRS), and the Tax Procedure Act (ZDavP).

20. Restrictive Measures

A restrictive measure is any law, decree, order, restriction or any other requirement related to economic, financial or trade sanctions adopted, imposed, given, introduced or publicly disclosed by the government, any other official institution, body or agency, namely:

- > The United Nations,
- > The European Union,
- > The United States of America,
- > Great Britain.

A country under restrictive measures is any country or territory that is subject to Restrictive Measures on the state or territory level, or any country or territory the government of which is subject to Restrictive Measures on the state or territory level.

A person under restrictive measures is any sanctioned person who is subject to Restrictive Measures.

The bank does not conclude business relationships or transactions with persons subject to Restrictive Measures.

In addition, the bank, in line with the Client Suitability Policy and the internal acts of the bank and of the AikGroup (CY) Limited concerning the prevention of money laundering and terrorism financing, does not conclude business relationships or perform payment transactions with legal or natural persons who are directly or indirectly linked with Syria, Myanmar, North Korea, Cuba, Iran, or the area of Crimea, Donbas (the regions of Donetsk and Lugansk) and the regions of Herson, Sevastopol and Zaporizhzhia in Ukraine.

When a user concludes a business relationship, the user acknowledges and guarantees that the user or their legal representative, related company or their legal representative or management staff, employed by the user, or the management staff, employed by the related company of the user:

- > is not a person under restrictive measures or owned or controlled by a person under restrictive measures or operating on their behalf,
- > did not participate in any activity for which it may be reasonable to expect that it will lead to them being a person under restrictive measures,
- > did not breach or adopt any measures which would breach any restrictive measures,
- > is not conducting business with a person under restrictive measures.

When concluding a business relationship, the user undertakes to:

- > not cause or allow for the funds or part of the funds on the account to be used, directly or indirectly, as a loan or other use for a) investments or contributions or other financing or providing support to activities or operations of a person under restrictive measures, or (b) in any other way which would violate any restrictive measures,
- > not participate (and the user shall undertake to prevent their related companies from doing the same) in any transaction, activity or action which could violate restrictive measures or lead to them becoming a person under restrictive measures,
- > implement and maintain policies and procedures aimed at promoting and achieving constant compliance with the regulations on restrictive measures, and the user undertakes to ensure their related companies shall do the same,
- > to the extent permissible by the regulations, submit to the bank all the details on any requests, measures, lawsuits, procedures, or investigations regarding restrictive measures against them or their legal representative, their related company or their legal representative, against the management staff employed by the user or by the user's related company, immediately after the user becomes familiar with the above,
- > submit additional documents related to the business relationship at the request of the bank.

21. Final provisions

The following are integral parts of these General Terms and Conditions:

- > Schedule of payment transactions for legal entities, entrepreneurs, private individuals and entities governed by civil law;
- > Tariff of compensations for payment services for legal entities, entrepreneurs, private individuals and entities governed by civil law;
- > Interest rates for transactions via a transaction account for legal entities, entrepreneurs, private individuals and entities governed by civil law;
- > Instructions for users for completing domestic and international payment orders.

The use of additional services set out under point 4.2. is to be approved by the bank based on the Application. The conditions for an individual service also form an integral part of these General Terms and Conditions, namely:

- > General Terms and Conditions of operation with Mastercard business card for legal entities, entrepreneurs, private individuals and entities governed by civil law;
- > General Terms and Conditions of Gorenjska banka for accepting payment cards and using POS equipment, Flik instant payments at the point of sale and/or online;
- > Conditions of operation with the LINKc online bank for legal entities, entrepreneurs, private individuals and entities governed by civil law;
- > Conditions of operation with the LINKh online bank for legal entities, entrepreneurs, private individuals and entities governed by civil law;
- > Digital Banking General Terms and Conditions;
- > Conditions of operation with SEPA direct debit for payees;
- > Conditions for cash deposits into day or night deposit box, ATM deposit units and at the bank counter;
- > The General Terms and Conditions of digitalised cards.

The General Terms and Conditions for the provision of payment services in force at the relevant time are available on the bank's website and in all the bank's branches.

The bank may amend the General Terms and Conditions and/or the Annexes to the General Terms and Conditions in accordance with its business policy. The bank shall inform the user about the envisaged changes at least 15 days prior to its implementation of the change in the normal manner. A normal manner is when the bank informs the user through the online or electronic bank and through the user's last communicated e-mail to the bank and publishes the changes on the bank's websites. Users not using online or electronic banking and who do not provide an e-mail to the bank shall be informed by the bank via post to the last known address that the bank holds in its records. The publication of changes in the described normal manner is to be considered as the bank's proposal to the user to change the framework Agreement under Chapter 1 of these Terms and Conditions.

Should the user disagree with the changes to the General Terms and Conditions and/or the Annexes to the General Terms and Conditions, they may withdraw from the Agreement or an individual payment service, for which the parties have agreed in writing, without notice and without having to pay fees. The user is to submit the withdrawal from the Agreement no later than the day prior to the specified date of entry into force of changes. Should the user fail to inform the bank of their disagreement with the changes within the above-indicated deadline it shall be considered that they agree with the changes. Should the user reject the proposed changes without terminating the Agreement, the Agreement shall be deemed terminated on the last day before the changes enter into force.

These General Terms and Conditions, together with the Annexes, form an integral part of the Payment Services Agreement. By signing the Agreement, the user confirms that they have taken note of the General Terms and Conditions prior to Agreement conclusion and that they fully agree with them.

The bank and the user shall agree to exclude the provisions of ZPlaSSIED, which may be excluded or the use of which may be restricted in line with the law, by not using Articles from 90 to 110, 123, 137, 140, 142, 146, and from 148 to 150 of ZPlaSSIED, either in part or in full, or the content of which shall be replaced by these General Terms and Conditions.

The Slovenian language shall be used for contractual relations and communication between the bank and the user, unless otherwise agreed between the bank and the user.

The user is entitled to request a copy of the Agreement and these General Terms and Conditions, on paper or other durable medium, at any time.

The interpretation and provision of services in line with these General Terms and Conditions shall be governed by the law of the Republic of Slovenia.

Should the user establish that an infringement has occurred in providing services under these General Terms and Conditions, which constitutes an offence under the Payment Services, Services for Issuing Electronic Money and Payment Systems Act, they are entitled to submit a written proposal to initiate minor offence proceedings. The proposal is to be submitted to the Bank of Slovenia, which is competent to make a decision in this respect.

Should the bank and the user fail to sign the Payment Services Agreement, these General Terms and Conditions shall not constitute the bank's offer and shall not be binding on the bank.

These General Terms and Conditions shall enter into force and apply from 1 June 2025.

Gorenjska banka d.d., Kranj