

## Pre-contractual information on the Partner Bank

### 1. Name and address of the Bank

Privatbanka a.s. ("Bank")  
Einsteinova 25,  
851 01 Bratislava  
Slovakia

Internet-Domain:  
<https://www.privatbanka.sk/?lang=en>  
Telephone: +421 2 3226 6111  
Telefax: +421 2 3226 6900  
Email: [privatbanka@privatbanka.sk](mailto:privatbanka@privatbanka.sk)  
BIC: BSLOS22  
VAT-ID.: SK2020461905

### 2. Commercial register number

The Bank is a credit institution and registered with the National Bank of Slovakia ("NBS") under registration number 31634419.

### 3. Legal Representatives

Management Board:  
Ľuboš Ševčík – Chairman of the Board  
Vladimir Hrdina – Board Member  
Miron Zelina – Board Member

### 4. Contact

Raisin Bank AG ("Raisin Bank") is the customer's direct contact person.

Raisin Bank is a German stock corporation (*Aktiengesellschaft*) with registered office in Frankfurt, registered with the commercial register of the local court in Frankfurt under HRB 13305.

During usual business hours the customer can contact Raisin under the following address:

Raisin Bank AG, Niedenau 61-63,  
60325 Frankfurt am Main

Email: [info@raisin.bank](mailto:info@raisin.bank)

Phone: +32 (0)26 799000

The customer will receive all information required to manage the deposit account electronically via the internet platform of Raisin [www.raisin.ie](http://www.raisin.ie) operated by Raisin Bank AG ("Raisin Platform"). The customer has the possibility to conclude deposit contracts with the Bank and administer its deposit via the Raisin Platform.

### 5. Main Object of the Bank

The Bank offers its customers traditional deposit and financing solutions as well as payment services and money market and foreign exchange trading according to standard banking practice.

### 6. Supervisory Authorities

The Bank is a fully licenced credit institution registered in Slovakia. It is registered in the register of the NBS.

### 7. Nature and essential characteristics of the financial services

The corporate purpose of the Bank is the conduct of all types of banking business, which includes *inter alia* taking of deposits and lending. In the context of the offer via Raisin the Bank offers deposit products to the customer.

### 8. Conclusion of the Agreement

The agreement between the customer and the Bank is concluded with the acceptance by the Bank of the deposit account-opening application of the customer via the Raisin Platform.

### 9. Total cost of the financial services

The Bank will not charge fees for the services provided under or in connection with these Terms or for the administration of a deposit account. The Bank pays commission for the use of the Raisin Platform.

## 10. Taxation Information

Interest receivable by Irish tax resident persons is within the charge to Irish tax regardless of the location of the Bank. Such interest should only be declared to the Irish Revenue Commissioners in the customer's annual tax return. For further information customers should contact the Irish Revenue Commissioners or consult a tax advisor.

In the Slovak Republic 19 % withholding tax is levied on interest income from deposits. However, if customers provide the Bank with a certificate of tax residence by Irish Revenue at least 10 days before the maturity of the term deposit, then according the Convention between Ireland and the Slovak Republic for the avoidance of double taxation no withholding tax will be levied.

## 11. Risk information

Deposit products such as those offered by the Bank are among the most secure and easiest banking products. Risks relating to the deposits are described in the product information sheet and the terms and conditions.

## 12. Limitations of the validity period of the information

In principle, all information provided to the customer applies indefinitely. Amendments, changes and other modifications are permitted within the framework of the terms and conditions.

## 13. Arrangements for payment and for performance

Details for the payment functionalities for the respective deposit account by the customer and on interest payments by the Bank are specified in the terms and conditions as well as the relevant product information sheet for the deposit product.

## 14. Minimum duration of the agreement and contractual right of early termination

The minimum duration of the agreement depends on the type of product:

- The overnight deposit account does not have a minimum duration and may be terminated at any time.
- The term deposit account has a minimum duration, which is included in the product information sheet. It may be terminated at any time.

## 15. Additional costs for using distance communication techniques

There are no additional communication costs other than the costs charged by your communication provider.

## 16. Governing law

The agreement regarding the deposit account between the customer and the Bank is subject to Irish Law. The Bank is subject to the Central Bank of Ireland's Consumer Protection Code which can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

The ordinary place of jurisdiction is the customer's permanent residence in Ireland.

## 17. Contract language

Relevant language for communication between the customer and the Bank during the business relationship is English.

## 18. Internal complaints procedure and the complaints institute to which the Bank is admitted

For the settlement of disputes with the Bank customers have the right to submit it to the Irish Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Ireland, [www.fspo.ie](http://www.fspo.ie).

## 19. Deposit insurance

The deposit account is covered by the mandatory Deposit Protection Fund (Fond ochrany vkladov or "FOV"). The deposit guarantee scheme secures that the account holder – in case of an insolvency of the Bank or if NBS

adopts a decision on the occurrence of a deposit security event – has a right of compensation for all of his/her balances on the accounts with the Bank, which are covered by the deposit protection. The maximum compensation amount under the deposit protection is 100,000.00 EUR.

### WITHDRAWAL INSTRUCTION

#### Right of withdrawal

**You may withdraw your consent to the contract within 14 days without penalty and without giving any reason, by providing us with a notice of cancellation. The cancellation period begins on the day when the contract is entered into, or on the day on which you are given these Terms and Conditions and the information required to be provided under Regulation 9(1) of the European Communities (Distance Marketing of Consumer Financial Services) Regulations, 2004 (S.I. No. 853 of 2004). Notice of cancellation must be provided within the cancellation period, and in writing or in some other durable medium that is accessible to us (e.g. by ordinary mail, facsimile, e-mail). The notice of cancellation must be addressed to:**

**Raisin  
Immanuelkirchstraße 14A  
10405 Berlin  
Deutschland**

**E-Mail: [service@raisin.ie](mailto:service@raisin.ie)**

#### Consequences of withdrawal

**In case of an effective withdrawal, each party must repay the benefits that it has received. You are obliged to pay a compensation for the value of the services rendered until the withdrawal, provided that you have been informed, before giving your consent to the agreement, about this legal consequence and that you have expressly agreed that we may start providing the services before the end of the withdrawal period. In case there is an obligation to pay a compensation, you may be required to abide by the contractual payment obligations for the period of time until the withdrawal. Your right of withdraw expires prematurely, in case the agreement is fully executed by both parties at your express request, before you have exercised your right of withdrawal. Any obligations to return payments must be fulfilled within 30 days. The time limit starts for you with the dispatch of your withdrawal notice, and for us with the latter's receipt.**

#### Specific indications

**In case of a withdrawal of this agreement, you are no longer bound by any contract linked to this agreement, insofar that the linked contract pertains to a service, which is provided by us or a third party based on an agreement between us and such third party.**

### END OF WITHDRAWAL INSTRUCTION

## I. **General Rules for the relationship between the Customer and the Bank**

### 1. **Scope of application**

These terms and conditions ("**Business Conditions**") govern the business relationship between the customer ("**Customer**") and Privatbanka a.s. ("**Bank**") for the opening and administration of a term or overnight deposit account ("**Deposit Account**") with the Bank via [www.raisin.ie](http://www.raisin.ie) ("**Internet Platform**") operated by Raisin Bank AG ("**Raisin Bank**"), a fully licensed German bank registered with the commercial register of the local court in Frankfurt am Main under HRB 13305, which provides the Customer with a free transaction account ("**Raisin Account**") and provides all services subject to a banking or payment services license on the Internet Platform. They are effective as of July, 2020.

The Bank is a fully licenced credit institution registered in Slovakia. It is licensed by the National Bank of Slovakia ("**NBS**") and is registered in the register of the NBS.

### 2. **Amendments**

The Bank shall notify the Customer of amendments of these Business Conditions no later than two months before their proposed date of entry into force via the Internet Platform. The Customer may approve or reject the amendments before their proposed date of entry into force. The amendments shall be deemed to have been approved by the Customer unless the Customer has rejected them before their proposed date of entry into force. The Bank shall expressly draw the Customer's

attention to the consequence of this deemed approval in its notification.

### 3. **Banking secrecy**

The Bank has the duty to maintain secrecy about any Customer-related facts and evaluations of which it may have knowledge (banking secrecy). The Bank may only disclose information concerning the Customer if it is legally required to do so or if the Customer has consented thereto or if the Bank is authorized to disclose banking affairs.

### 4. **Liability**

In performing its obligations, the Bank shall be liable for any negligence on the part of its staff and of those persons whom it may employ for the performance of its obligations. In the event that the Customer has contributed to the occurrence of the loss by any own fault (e.g. by violating the duties to cooperate as mentioned in III. (duties of the Customer to cooperate) of these Business Conditions), the principles of contributory negligence shall determine the extent to which the Bank and the Customer shall have to bear the loss.

### 5. **Disturbance of business**

The Bank shall not be liable for any losses caused by force majeure, riot, war or natural events or due to other occurrences for which the Bank is not responsible (e.g. strike, lock-out, traffic hold-ups, administrative acts of domestic or foreign high authorities).

### 6. **Set-off limitations on the part of the Customer**

The Customer may only set off claims against those of the Bank if the Customer's claims are undisputed or

have been confirmed by a final court decision.

7. **Right of disposal upon the death of the Customer**

Upon the Customer's death, the Deposit Account will be automatically terminated on the day the customer's death is communicated to the Bank by Raisin or Raisin Bank. In such case of automatic termination pro rata interest shall be paid for the period between account opening and termination. The deposit amount including accrued interest shall be transferred to the deceased Customer's Raisin Bank-Account within reasonable time.

8. **Applicability of Irish law and place of jurisdiction**

Irish law shall apply to the business relationship between the Customer and the Bank.

Place of jurisdiction is determined by applicable legal provisions.

9. **Conflicts of interest**

We have a conflicts of interest policy in place to ensure the avoidance of conflicts of interest. In circumstances where it is not possible to avoid a conflict, we will ensure that the Customer is treated fairly and will ask for the Customer's acknowledgement in writing that they still wish to proceed with taking up the product or service.

10. **Complaints procedure**

If a Customer wishes to make a complaint they should firstly contact the bank. If the matter is not resolved to the Customer's satisfaction, the Customer should contact the Slovakian Financial Supervisory Authority, the National Bank of Slovakia ("NBS") at Narodna banka

Slovenska Imricha Karvasa 1, 813 25 Bratislava Slovak Republic. If the complaint is still not resolved to the Customer's satisfaction, the Customer may make the complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Ireland, [www.fspo.ie](http://www.fspo.ie).

**II. Keeping of Accounts**

11. **Time allowed for objections; approval by silence**

Any objections a Customer may have concerning the incorrectness or incompleteness of a periodic balance statement must be raised not later than six weeks after its receipt; if the objections are made in text form, it is sufficient to dispatch these within the period of six weeks. Failure to make objections in due time shall be considered as approval. The customer may demand a correction of the periodic balance statement even after expiry of this period but must then prove that the account was either wrongly debited or mistakenly not credited.

12. **Prior to issuing a periodic balance statement**

Incorrect credit entries on Deposit Accounts (e.g. due to a wrong account number) may be reversed by the Bank through a debit entry prior to the issue of the next periodic balance statement to the extent that the Bank has a repayment claim against the customer (reverse entry); in this case, the Customer may not object to the debit entry on the grounds that a disposal of an amount equivalent to the credit entry has already been made.

13. **After issuing a periodic balance statement**

If the Bank ascertains an incorrect credit entry after a periodic balance statement has been issued and if the Bank has a repayment claim against the customer, it shall debit the account of the Customer with the amount of its claim (correction entry). If the customer objects to the correction entry, the Bank shall re-credit the Deposit Account with the amount in dispute and assert its repayment claim separately.

**14. Notification to the customer; calculation of interest**

The Bank shall immediately notify the Customer of any reverse entries and correction entries made. With respect to the calculation of interest, the Bank shall effect the entries retroactively as of the day on which the incorrect entry was made.

**III. Duties of the Customer to Cooperate**

**15. Notification of changes**

A proper settlement of business requires that the Customer notifies the Bank without delay of any changes of the Customer's name and address. This notification duty also exists where the powers of representation are recorded in a public register (e.g. the Commercial Register) and any termination thereof or any amendments thereto are entered in that register. Additional statutory notification requirements, resulting from applicable anti-money laundering provisions in particular, may apply.

**16. Notice to the Bank in case of non-receipt of statements**

The Customer must notify the Bank immediately if periodic balance statements are not received. The duty to notify the Bank also exists if

other advices expected by the Customer are not received (e.g. account statements after execution of Customer orders or regarding payments expected by the Customer).

**17. Fees and additional costs**

The Bank will not charge fees for the services provided under or in connection with these Terms or for the administration of a Deposit Account.

**IV. Security for the Bank's Claims Against the Customer**

**18. Agreement on the lien**

The Customer and the Bank agree that the Bank acquires a lien on the Customer's credit balance on the respective Deposit Account.

**19. Secured claims**

The lien serves to secure all existing, future and contingent claims arising from the banking relationship which the Bank with all its domestic and foreign offices is entitled to against the Customer.

**V. Product-related Provisions with regard to the deposit account**

**20. Requirements regarding the account holder**

The account holder shall (i) be of full age (18 years old); (ii) have its permanent residence in Ireland (iii) not have a US person status as defined in FATCA (Foreign Account Tax Compliance Act) and (iv) not be tax resident in more than one country. The Deposit Account shall be used exclusively for private purposes.

**21. Requirement of a Raisin Account at the servicing bank**

In order to open a Deposit Account with the Bank, the Customer shall have an active Raisin Account with Raisin Bank. The account with Raisin Account is necessary for the deposits to be credited on the Bank's Deposit Account.

22. **Maximum volume of the deposit**

The Customer's aggregate deposits on accounts with the Bank shall not exceed an aggregate amount corresponding to 100,000.00 EUR (the "**Maximum Volume**").

If the aggregate amount of deposits held by the Customer with the Bank – including deposits on accounts held with the Bank under other terms and conditions than these Business Terms – exceeds the Maximum Volume, or if the Maximum Volume will be exceeded as a result of a specific transaction, the Bank may transfer the exceeding amount to the Raisin Account or refuse to perform such transaction. The Customer will be informed accordingly in due course. The Bank reserves the right not to pay interest on amounts exceeding the Maximum Volume.

23. **No involvement in payment transactions and no cash payments**

The Deposit Account shall only be used for payment transactions from and to the Raisin Account. Payment transactions from the deposit account to the Raisin Account may only be made from the Deposit Account's credit balance. There must not be a negative credit balance on the Deposit Account after the respective payment transaction. Cash payments to or from the Deposit Account are not allowed. The Deposit Account cannot be used as a trustee account, *i.e.* the Customer has to be the beneficial

owner of the funds. The Customer may not withdraw any funds (in cash or non-cash) directly from his Deposit Account.

24. **Deposit insurance**

The deposit account is covered by Deposit Protection Fund (Fond ochrany vkladov or "**FOV**"). The deposit guarantee scheme secures that the account holder – in case of an insolvency of the Bank or if NBS adopts a decision on the occurrence of a deposit security event – has a right of compensation for all of his/her balances on the accounts with the Bank, which are covered by the deposit protection. The maximum compensation amount under the deposit protection is 100,000.00 EUR. Detailed information about the applicable system for deposit insurance is published on the website of the NBS at <http://www.nbs.sk/en/home> and the FOV at <http://www.fovsk.sk/en/about-the-deposit-protection-fund/>.

**VI. Special Terms and Conditions for Term Deposit Accounts**

25. **Term Deposit Account**

The funds of a term Deposit Account ("**Term Deposit**") are fixed for the deposit term, *i.e.* the Customer may withdraw the funds during the term of the Term Deposit, however, in case of an early termination, the interest payments will be made in accordance with the product information sheet. The Term Deposit is maintained in Euros (or in any other currency as defined in the product information sheet).

26. **Interest rate**

For the duration of the agreed fixed term the Term Deposit has a fixed interest rate. The interest rate is fixed

at the beginning of the deposit term and corresponds to the interest rate set out on the Internet Platform ([www.raisin.ie](http://www.raisin.ie)) on the day when the deposit amount is credited on the Deposit Account. The interest rate will also be set out in the product information sheet and the account opening information.

27. **Interest payments**

Interest payments will be made in accordance with the product information sheet.

28. **Beginning and End of the accrual of interest**

Interest begins to accrue on the day after the day the deposit amount is credited on the Deposit Account until the last calendar day of the deposit term.

29. **Prolongation of the term deposit account**

Before the deadline and within a reasonable period (between the twenty-eighth and the fifth day before deadline), the customer may in any case decide to extend the term and roll over the deposit account for a new period. The customer will be informed in due course about the procedure and about his rights in this respect.

During the term of the prolongation the interest rate and other terms and conditions of the product published by the Bank on the internet platform at the first day of the prolongation period shall apply. The Customer can inform himself of the applicable interest rates as set out on the Internet Platform ([www.raisin.ie](http://www.raisin.ie)).

30. **Termination of the Term Deposit**

The Contract shall terminate on the Maturity Date. For early termination of the Term Deposit after the end of the 14-day withdrawal term; the Customer shall send a written paper request via Raisin. The customer has a right of early termination with regard to the deposit contract. The early termination may only be exercised with regard to the total amount, i.e. a partial termination is excluded. In case of an early termination the customer does not have a right to payment of interest by the bank, irrespective of the reason for which the customer terminated.

The Bank may terminate the Term Deposit immediately if (i) the Customer has failed to observe substantially its obligations under these terms, (ii) the Customer has provided the Bank with incorrect information, (iii) there is suspicion of money laundering or there is a risk that, by providing the Term Deposit, the Bank will in any way encourage a crime, or any other criminal activity, or (iv) such termination follows from legal or other restrictions applicable to the Bank .

After termination of the account relationship the credit balance on the Term Deposit together with the accrued interest up to the date of termination will be transferred to the Raisin Account.



As of: July 2020

Eligible deposits in Privatbanka a.s.. are protected by:	Deposit Protection Fund (Fond ochrany vkladov "FOV") <sup>(1)</sup>
Limit of protection:	EUR 100,000.00 per depositor per credit institution <sup>(2)</sup>
If you have more eligible deposits at the same credit institution:	All deposits at the same credit institution are "cumulated" and the total is subject to a limit of 100,000.00 EUR <sup>(2)</sup>
If you have a joint account with other person(s):	The limit of 100,000.00 EUR applies to each depositor separately <sup>(3)</sup>
Reimbursement period in case of credit institution's failure:	from 01.01.2019 do 31.12.2020 – 15 business days from 01.01.2021 do 31.12.2023 – 10 business days from 01.01.2024 – 7 business days <sup>(4)</sup>
Currency of reimbursement:	Euro (EUR)
To contact the DGS for further information on compensation:	Deposit Protection Fund Kapitulská 12 812 47 Bratislava 1 Slovak Republic tel.:(+421 2) 5443 5444, 5443 2570 fax: (+421 2) 5443 4335 e-mail: fov@fovsr.sk
More information:	<a href="http://www.fovsr.sk">http://www.fovsr.sk</a>
<b>Additional information:</b> <p>(1) The system protecting your deposit is a legal deposit protection system in the Slovak Republic, the institutional part of which is represented by the Deposit Protection Fund; the bank does not participate in any other system of protection.</p> <p>(2) If a deposit is inaccessible because the bank is unable to meet its financial liabilities, the deposit protection system pays a compensation to the depositor. The payment of the compensation covers maximum EUR 100 000 per deposits of one client in a bank. It means that all depositor's deposits kept with the same bank are summed up to determine</p>	

the level of coverage. If, for example, a depositor has EUR 90,000 on a deposit account and another EUR 20,000 kept on a current account, the compensation paid to that depositor will only be EUR 100,000.

**(3)** For joint deposits, the EUR 100,000 coverage refers to every depositor. In certain cases deposits are protected in full amount exceeding EUR 100,000, during 12 months from the date of the initial crediting of the deposit or from the moment on which the deposit became legally transferrable, if the deposit probably:

a) comes from a transfer or passage (succession) of a residential property;

b) refers to social purpose, in particular a deposit resulting from inheritance and transfer of inheritance, transfer of a dowry, donation upon entering into marriage, a transfer for consideration from community property of spouses, from severance payment or retirement benefit and from paid old-age pension or other pension or owing to death, payment of yields from investing in a pension fund from old-age pension saving, from paid one-off settlement under supplementary pension saving scheme;

c) resulted from insurance benefits or a compensation for a harm caused by a criminal act or by a false accusation. The depositor shall notify the Bank of these facts immediately after the amount of the deposit is credited to the bank account. For further details see <http://www.fovsr.sk/>.

#### **(4) Reimbursement**

The responsible the Fond ochrany vkladov (Deposit Protection Fund), Kapitulská 12, 812 47 Bratislava 1, Slovak Republic, Telephone No. (+421 2) 5443 5444, 5443 2570, e-mail: [fov@fovsr.sk](mailto:fov@fovsr.sk), <http://www.fovsr.sk/>, will repay your deposits (up to EUR 100 000) by the deadline defined in the Basic Information of Deposit Protection.

If no compensation is paid to you within those time limits, you should contact the Deposit Protection Fund, as the entitlement to receiving the compensation is subject to the statute of limitation. For further details go to <http://www.fovsr.sk/>.

#### **Other important information:**

In general, all depositors of retail banking and enterprises are covered by deposit guarantee scheme. Exceptions made for some deposit guarantee schemes are indicated at the Internet site of the concerned deposit guarantee scheme. Your credit institution shall inform you, upon request, if any products are not covered or partially covered. Coverage of deposits must be confirmed by the credit institution on the account statement.