

## **BUSINESS TERMS AND CONDITIONS**

### **GENERAL TERMS AND CONDITIONS**

#### **I. General Definitions**

##### **(1) Scope of application**

The General Business Terms and Conditions regulate and govern all the business relationships entered into between the Customer and ProCredit Bank (hereinafter referred to as the "Bank"). In addition to these Terms and Conditions, specific business relationships are governed by Special Terms and Conditions or Agreements. These terms and conditions are agreed with the Customer upon the opening of the account or upon the issuance of an order.

##### **(2) Amendments**

Any amendment or change to these Business Terms and Conditions will be notified and communicated to the Customer:

- a. through related publication in the premises of the branches of the Bank or in the public media, and/or
- b. in writing on the bank's official website and / or in the E-Banking platform.

The amendments and changes will be deemed approved, unless the Customer has filed a claim in writing. Customer's remarks and claims must be made known to the Bank within 10 business days from notification of the amendment and changes.

#### **II. Banking Confidentiality and Disclosure of Banking Information**

##### **(1) Banking confidentiality**

The Bank is obliged and bound to maintain the confidentiality of all personal data and those relating to Customer's agreement with the Bank, or any fact or assessment and evaluation regarding the Customer, of which the Bank is aware of (Banking Confidentiality).

The Bank may disclose Customer related information only when:

- a. information is required from the authorities that are vested and entitled to such right based on the law.
- b. the customer agrees and authorizes the bank to provide and disclose information.
- c. its customers, and only for Banking information of the requesting Customer.

##### **(2) Disclosure of banking information**

Disclosure and provision of banking information includes general statements and comments related to the Customer's economic status, credibility, and solvency.

##### **(3) Processing of Customer personal data**

The Bank has the right to process the personal data as well as financial information of the Customer, throughout the duration of the relationship with the bank, in accordance with Law no. 9887, dated 10/03/2008, "On Protection of Personal Data", as amended, Instruction No. 20, dated 03/08/2012 "On the processing of personal data in the banking sector", as amended.

The Customer's personal or financial data collected by the Bank will be processed for the purpose of implementing and maintaining the entire contractual relationship entered into between the Customer and the Bank and will be maintained in accordance with Law No.9887, dated 10/03/2008 "On Protection of personal data" and Instruction no. 20, dated 03/08/2012 "On the processing of personal data in the banking sector", as amended.

#### **III. Obligations of the Bank**

##### **(1) The orders communicated and transferred to other banks participating in the payment system.**

If the content of an order is such that the Bank entrusts another participating bank to further execute it, then the Bank executes the order transferring it to the other participating bank on its behalf. In such cases, the obligation of the Bank will be limited to:

- Receiving from the ordering Client complete and accurate information according to the terms and conditions set forth and provided in the national, international regulations or internal banking regulations, completing this information in the respective forms and confirming this information by the ordering Client through the signing of this form.
- The choice of the other participating bank and careful and prudent instruction to carry out and execute the order.

(2) Force majeure

The Bank is not responsible for the losses incurred as a result of the delay or failure to meet its obligations due a force majeure, turmoil, wars or natural disasters, or due other events under the conditions of a force majeure (for example a strike, extraordinary events , serious breakdowns of the systems, administrative acts of high, internal or foreign authorities).

**IV. Right to possession in the event of the Customer's death**

In the event of the Customer's death, the Bank will allow the transfer of amounts in favor of the heirs based on the decision of the notary office or court on issuing the inheritance testimony. If the Bank so requires, any document in a foreign language must be submitted legalized and translated into Albanian language.

Upon the death of the Customer, who is the holder of an account with an authorized person, the rights of the person authorized to operate the account also expire. The Bank is obliged and bound to refuse to carry out and execute the transactions by the Authorized Person from the moment of becoming aware and informed of the death of the Customer.

**V. Applicable Law**

Albanian law and national and international regulations regulating and governing the banking instruments and products are applicable in business relations between the Customer and the Bank.

**VI. Accounts' holding. Periodical statements on account balance**

(1) Issue of periodical statements

The Customer may at any time access the financial statements and movements made and carried out in his / her account via the electronic platform on Internet banking services (hereinafter referred as E-Banking). If the customer does not have such access, the Bank shall issue a periodic statement for each and every current account at the end of each calendar year, or in any other case upon the request of the Customer himself, according to the fees and commissions applicable as stipulated in business terms and conditions of the Bank, therefore clarifying the claims collected by both parties during this period (including herein the interest and commissions applied by the Bank).

(2) Term of filing remarks and claims; silent approval

Any remarks and claims that a customer may have regarding the incorrectness or incompleteness of an account statement or changes regarding the terms and conditions terms of the products of the bank that he/she uses or about the change of the costs and commissions of these products, must be submitted in writing no later than 10 business days from receipt of this statement or related notification. Failure to submit the remarks, observations and claims on due time will be considered and deemed a silent approval.

**VII. Correcting actions undertaken by the Bank**

1. The corrective actions undertaken by the Bank for incorrect actions, made based on the information or request of the ordering Customer

a. Incorrect registrations in accounts held by the Bank due to inaccuracies in the information provided by the ordering Customer (for example due to incorrect account number) may be settled by the Bank if the latter obtains the consent of the beneficiary customer.

b. The ordering customer is entitled to the right, within the same business day when he has signed a transaction order with the Bank, through the e-banking platform, to request the cancelation/reversal of the transaction ordered by him if his account is not debited. In the course of carrying out this corrective action (reversal), the Bank shall not be liable toward third parties (the beneficiaries of the amount that will be affected and shall not be obliged to repay the total amount if the beneficiary has a balance less than the amount of initial transaction that is required to be corrected ).

The Bank is entitled to perform and make correcting actions regarding transactions (both debit and credit transaction) for their full value and only for transactions that have occurred due to technical or human errors by the Bank itself. For these corrective actions there is no need to request the approval of the Customer, whose account is credited or debited due the wrong action resulting from the Bank's error. If more than 5 business days pass, the Bank will notify customers in advance about the regulating actions it will perform and carry out.

## **VIII. Risk of transactions and accounts in foreign currency**

### **(1) Registration of credits for transactions in foreign currency with the Customer**

If the Bank executes a transaction with the Customer whereby it is liable for the payment of an amount in a foreign currency, it will settle the obligation by crediting the customer account in the relevant currency. The currencies with which the bank executes transactions are EURO / USD / CHF / GBP / CNY.

Only in cases when the Customer does not have an active account in the transaction currency and is unable to activate it within a 48-hour time limit, the Bank reserves the right to execute and carry out the transaction in his/her active account in the currency of the account.

### **(2) Temporary restriction of the Bank's performance**

The obligation of the Bank to settle the liability in foreign currency shall be suspended to the extent and as long as the Bank cannot or may dispose in a restricted manner the currency in which the positive balance or the liability are denominated due to the events or political measures taken in the country of the respective currency. As long as these measures continue, the Bank is not obliged to operate in countries other than the country of this currency, in any other currency (including the currency of the country) or to receive money in cash. The right of the Customer and the Bank to cease reciprocal claims in this currency against each other is not affected by the above rules.

### **(3) Prevention of Money Laundering**

In order to prevent the bank from being used to launder the money obtained from illegal activities and for financing of terrorism, ProCredit Bank applies, enforces and operates in accordance with Law no. 9917, dated 19/05/2008 "On the prevention of money laundering and terrorist financing" as amended, Regulation no. 44, dated 10 June 2009 of the Bank of Albania on the Prevention of Money Laundering and Terrorist Financing, Law No.157, dated 10/10/2003 "On countermeasures against Terrorism Financing". The bank has the right to identify and verify the customer and his/her data and information through identification documents at the moment of establishing a business relationship and in all cases as provided by law.

The Bank shall be entitled, whenever it deems it reasonable, to request the customer to submit and file other identification / supplementary documents in order to complete the verification of the data submitted by the client. The bank identifies the customer each and every time he/she comes at the Bank's counters. The Bank has the right not to execute the Customer's order regarding the execution of financial transactions, if the Client's identification is not fully realized.

Any domestic/ international transaction will only be performed and executed with countries and / or beneficiary customers who are not part of the international list of countries or persons that are subject of sanctions imposed due to their position and role in supporting money laundering related activities and financing of terrorist activities .

## **IX. Obligation of the Customer to cooperate**

### **(1) Customer Personal Identification Data, Address and Representative Power to the Bank**

A regular Business Agreement requires the Customer to promptly notify the Bank about any changes to the personal identification data (name, surname, surname, date of birth) residence address and telephone number, email address, business address and ownership changes as well as about any rights on the expiration or additions to any representation to the Bank that are assigned to a particular person (for example by proxy). This obligation of notification also exists when the members of the representation are registered in a public registry and every expiry or addition are recorded in that registry. The Bank has the right not to allow any transaction by the Customer in his account if the latter has not updated of his / her data at the Bank upon the request made by the Bank. In any case, the Customer should come once a year to the bank to confirm or update his/her data recorded and registered in the bank.

The Customer is held legally liable for the authenticity of the information or documentation that he/she declared to Bank. The documentation that is submitted must be within the expiry term / usage term indicated in the document. The customer shall submit to the Bank the original documents (or certified copies of the original by the notary). If the

documentation is issued in a foreign country, it must be legalized / stamped with an apostille, and translated into Albanian language.

**(2) Clarity of orders**

Orders of any kind must have a clear content. Orders that are not explicit or incomplete can result in delays or inaccuracies / errors in execution. Specifically, when orders are issued for debiting an account (for example a transfer order), the Customer must ensure the correctness and full identification of the beneficiary providing his name, surname, bank account number and code of the bank. Additions, confirmations or repetitions of the orders should be specified and drafted as such. The Bank will use all its means to correct any misstatement due to incorrect information provided by the Customer, but it shall not be held liable and shall not be responsible for any liability if the correction of the transaction does not take place. The Customer is obliged to submit to the Bank all the justifying and supporting documentation required by the Bank pursuant to the execution of a transaction, in particular deposits or various domestic or international transfers.

**(3) Special reference for cases of emergencies regarding the execution of a transfer order.**

If the Customer considers and deems that a transfer order requires immediate execution, the Customer shall notify the Bank about this fact in particular through the communication channels published on the official website of the Bank.

**(4) Examination and remarks on the notification received by the Bank.**

The Customer must check and control the statement of account, other statements, completion of execution orders, as well as information regarding expected payments and transactions ordered by him/her in terms of correctness and completeness and immediately, within the same business day, to submit any observations regarding them.

**(5) Notification of the Bank on notifications' failure.**

The Customer must notify the bank in case he/she has received any notices or forms that were expected to be received by the Bank.

In this case, the Bank is obliged and bound to respond and reply to the Customer within the deadline specified in the form that the Customer may withdraw from the Bank or access in its website.

**(6) Obligation executed in account.**

In case of Customer's obligation due to the Bank, the Customer authorizes the Bank to debit all of his/her accounts and, in the event of lack of balance, transfer this obligation into a negative balance by applying an interest rate as provided in the Business Terms and Conditions in force at that time. The Bank will notify the Customer in any case about debiting and transfer of his/her obligation and liability into a negative balance.

## **X. Cost of banking services**

**(1) Interest and commissions.**

The interests and commissions are reflected in the Business Terms and Conditions, which are available at the premises of the branches of the Bank and also in the official website of the Bank. If a customer uses a service listed there and if no special agreement has been made between the Bank and the Customer on this service, the Bank shall apply the interests and commissions stated in the Business Terms and Conditions. Accrued commissions for banking services will be held according to the service currency or as specified and indicated in the Business Terms and Conditions. In the event of a negative balance in the Customer's account, the Bank has the right to hold from every account any accrued commissions that are not paid to the Bank at the time that these accounts have a positive balance.

**(2) Changes of interests and commissions**

Fees and commissions for services that the Customer uses continuously in the context of business relationships (for example a current account) may vary. In any case, the application of these changes will be made by means of prior notification to the Customer following notification methods provided and indicated in the relevant Agreements entered into between the Customer and the Bank or in any of the forms selected by the Bank as a means of notification: individually, in writing via electronic means of communication, by posting notices or brochures in the bank premises or in the official website of the bank, through mass media communication. The Bank shall with hold the obligations

and liabilities that the customer is due to the latter in case of insufficient funds and balance in the respective account using funds that are available in all the Customer's accounts.

### (3) Additional expenses

The Customer will pay or reimburse all costs incurred by the Bank when it implements the instructions or acts in favor of and to the interest of the Customer (in particular, postal charges, third-party commissions for product or services provided upon his/her order), or commissions applicable as a result of the requests from state authorities such as tax authorities and bailiff and enforcement bodies that require blocking and/or execution of funds in the Customer account.

## **XI. Circulation and processing of banknotes in the Bank**

Based on the applicable law in force, the Bank has the right to confiscate banknotes / coins suspected of being counterfeit or deliberately damaged (double series) received from cash deposits carried out at the ATM, Drop Box, or at the counters of the bank. Confiscated banknotes are submitted for further expertise to the National Analysis Center at the Bank of Albania. The Customer may request a copy of the expertise within a 50 day term from the moment of confiscation to receive a final answer about the confiscated banknote.

In the event that money results authentic (valid) from the expertise, the Customer will be notified accordingly by the Bank and the amount of money will be credited to his/her account.

If it results that more than 50% of the surface of a local banknote/coin (ALL) exists then it will be accepted against the nominal value. The Customer will immediately be credited in his/ her account for the total amount of money he submits.

If it results that less than 50% of the local banknote /coin exists, it cannot be accepted by the Bank against the nominal value. The Customer should communicate with the staff of the bank to follow the process and sign the necessary documentation required pursuant to initiating a request for reimbursement of funds to the Bank of Albania.

The bank does not accept damaged banknotes (EUR / USD) to that extent that questions the validity of the banknote or are inadequate for circulation.

## **XII. Right of the Customer to termination**

The Customer is entitled to terminate at any time, entirely and partly, the business relationship, except when based on a specific agreement, the Bank and Customer have previously agreed about any termination clause or expiry term.

## **XIII. Right of the Bank to termination**

### (1) Notice based termination

The Bank may terminate the business relationship entirely at any time, unless there is special agreement between the Bank and the Customer in which they have previously agreed about any termination clause or expiry term. For specific reasons, the Bank shall reserve the right to terminate the service without providing an explanation related to such decision.

## **XVI. Conditions to be met pursuant to the continuation of Customer relations with the Bank**

The Customer must hold at least one current account at the bank in which he/she should execute a transaction every three months.

## **XVII. Execution venue and disputes settlement venue**

The venue of execution for both parties will be the headquarters of the Bank in Tirana or, alternatively, in the branches of the Bank opened in those districts where the transaction is carried out. These General Business Terms and Conditions are compiled and drafted in Albanian and English. In case of discrepancy between the two versions, the Albanian version will prevail.

## **SPECIAL BUSINESS TERMS AND CONDITIONS**

In addition to the General Business Terms and Conditions, will also be applied the Special Business Terms and Conditions of the Bank. The Special Terms and Conditions set forth below or other terms and conditions applied to specific products and services in agreement with the Customer will prevail over the General Terms and Conditions.

### **I. Current account and saving account**

Current account is a mutual two-way account between the Bank and the account holder. The account is used as a tool for all incoming payments for the Client (incoming/credit) and for all outgoing payments from the Client (outgoing / debit). The customer can benefit the current account only by being supplied with one of the packages of services for current accounts and related products offered by the bank. In any case, the Customer must also be offered and provided with products, savings accounts, debit card and e-banking. The closing of the current account lead to automatic closing of all related products.

The accounts of Individual customers are not allowed to be used for business purposes. All transactions in the accounts of Business Customers, as a natural person or legal person, are intended for a sole purpose, the administration and management of the respective activity, and allow only the execution of transactions for business purposes.

### **II. Saving accounts**

#### **(1) Saving accounts**

Savings accounts serve as a means of accumulation of funds even through regular or irregular payments. They are not used to run business operations or payment transactions.

### **III. Time deposits**

#### **(1) Maturity term/Duration of Deposits**

The duration of the deposit begins on the day the deposit amount is credited to the time deposit account and ends on the exact day when the agreed deadline expires, or if this day is not a Bank's Business Day, on the next business day. The possible terms applicable for these products are set out in the Business Terms and Condition.

#### **(2) Availability/Closing of deposit account**

Over the duration of a fixed time deposit agreement, neither deposits nor withdrawals are allowed. In special cases, withdrawals are allowed prior to related maturity. In such cases, the interest rates for early deposit breakdown will be applied based on the business terms and conditions in force. However, the principal of the deposit will not be affected in any case.

The changes to the amount of the deposit and closing of the account are only permitted on the maturity date specified and indicated in the individual time deposit agreement and, in according to the cases specified in the special agreement between the Bank of the Customer, previously agreed upon. In the event of an order on imposing an executive sequestration by the bodies entitled based on the law, the Bank is obliged to transfer a certain amount of deposit on behalf of these bodies, then the deposit closes automatically and all the remaining amount is transferred to the current account of the Customer.

### **IV. Other banking products terms and conditions**

(1) Offering and obtaining banking products is done in accordance with the business terms and conditions, working conditions in force in the bank and special agreement signed between the Customer and the Bank. Special products such as debit card, e-banking service, or credit products are provided and offered based on the special terms and conditions applicable for these products and special agreements related to them.

#### **(2) Interest and capitalization**

The interest rate and its capitalization are determined in the business terms and conditions in force in the bank as well as in a special agreement signed between the Customer and the Bank.

According to tax legislation, the interest income is subject to income tax. This interest tax is debited to the customer at the time when the accrued interest is credited. These taxes are paid by the bank on behalf of the beneficiary. The Bank grants gross interests only to legal persons and parties that are exempted by law (Article 33 of the Law No. 8438, dated 28/12/1998, as amended by Law No. 9458, dated 21/12/2005 "On Income Tax") and to blind people according to Law no. 8098/1996, article 4.

(3) Changes and amendment of the banking products terms and conditions

The Bank will notify the Customer about the changes and amendment of the terms and conditions of offering the products:

- a. through notifications posted in the premises of the Bank or related publication in its website
- b. notification as specified in the agreement between the Customer and the Bank.

The Customer must submit a written notice to the bank within 10 business days from receipt of the notice, in case of an objection or claim regarding the changes of the terms and conditions. Upon the expiry of this deadline, the amended conditions will be considered accepted by the customer.

(4) Deposits and withdrawals

The Customer may deposit and withdraw amounts to/from his/her account according to the terms and conditions set forth by the Bank only through the automatic machines made available (based on a special agreement with the Bank) which are permanently operational in 24/7 service zones, in branches and agencies of the bank.

(5) Joint and individual obligations

With regard to current accounts, the Bank only recognizes only one account holder and one or more authorized persons. For liabilities arising from current accounts, the account holder and authorized persons depending on the rights and obligations recognized in the authorization act issued by the account holder are jointly and severally liable, which means that the Bank may request the repayment of all or part of the liabilities to each of them: account holder or authorized person(s). The authorization acts that are acknowledged and accepted by the Bank are as follows:

- a. Court decisions (for individuals, NPOs, etc.).
- b. Extract issued from National Business Cent (for legal persons and natural persons).
- c. Special Proxy.
- d. Authorizations (for state institutions).
- e. Statute and incorporation act registered at National Business Center.
- d. Authorization form of the account holder issued in the presence of the authorized employee of the Bank.

(5) Account related information and other notices

Account related information and other notices will always be sent by the Bank to the account holder's designated address upon his/her request or upon his presence at the Bank's counters.

The notice on the termination of business relationship or notice on the intended termination of the business relation shall be sent to the account holder according to the notification manner as specified and indicated in the individual agreement.

(6) Right to withdrawal

- a. Special withdrawal right of the account holder and authorized persons.

The account holder may withdraw from the account and may terminate all agreements regarding account/s holding and their debit and credit. This right is restricted if accounts are frozen / blocked by an order of the competent authorities to which the law recognizes such right or when these accounts are offered as a guarantee upon the request of the account holder himself/herself. The authorized person or persons may also withdraw from the account and may terminate all agreements relating to the account/s holding and debiting and crediting thereof, but the aforementioned right is restricted or not recognized if this right is expressly limited to the act of authorization accepted by the Bank and based on which the authorized person/s is/are registered as such in the current account/s.

- b. Granting and terminating representation rights

The authorization of third parties to execute transactions from an Account may be issued only by its account holder. Cancellation of this authorization by the account holder leads to the termination of these representation rights. Such annulment shall not be effective until it has been received in writing by the Bank. It is the responsibility of the account

holder to immediately submit the revocation act of the authorization to the Bank, notifying the latter in writing. The Bank shall not be held liable for transactions executed by the authorized person whose representation rights have expired if it has not been notified about this fact by the account holder.

#### c. Closing accounts

The account holder may close the account individually at any time, always upon the settlement of the obligations that are carried in the account or unpaid commissions in favor of the Bank.

#### (7) Banking transactions on behalf of juveniles

Every individual under the age of 18 is considered a juvenile. Parents or legal custodians act in lieu of a juvenile/minor who has not reached the age of 14 activating only one / several accounts. Furthermore, the relationship can be expanded by activating a time deposit account on behalf of the juvenile.

Juveniles who have reached the age of fourteen

A juvenile/minor aged between 14 and 18

- an individual of this group is legally entitled to act alone, without the presence of the parent or legal custodian if the income or savings are provided by his / her job. To prove this he / she must submit employment contract, social insurance number, tax office certificate, or employment certificate issued by the employer. In cases where the income or savings in his accounts are benefited from the deposits of third parties (parents, grandparents etc.), the juvenile/minor may act based on the prior approval of the legal representative.

An individual of this group has the right to administer and manage his / her own property, but always with the prior consent of the parent / legal custodian.

When the juvenile reaches the age of 18, he/she automatically gains the adult status and acquires the right to act alone in bank accounts without the need to obtain the prior consent of the parent / custodian, so the person enjoys full capacity to operate and use his / her accounts. From this moment the parent / legal representative no longer enjoys any right to operate the child account.

#### (8) Dormant accounts

A bank account is classified under "DORMANT" status if no transaction has been performed and executed by the customer for a period of 12 months from the last transaction, except for automatic transactions generated by the system of the Bank. The account is classified under 'dormant' status regardless of the account balance. The customer has to come to the bank to activate a dormant account, according to the terms and conditions and documentation specified by the Bank. In the case when the account still has available funds after the last transaction initiated by the Customer, the system will continue to apply and charge commissions until the zeroing of the account balance. In the case when the account has a zero balance and no activity for 12 consecutive months (365 days) from the last transaction initiated by the customer, the system accumulates commissions for only 6 months and the account will automatically be closed after 12 months from the last transaction.

## V. Transfers

### (1) General principles

The Bank executes transfer orders on behalf of the Customer, ordered only through the Internet banking platform (hereinafter referred as e-banking platform), with due care and due diligence. The customer also has the duty to cooperate and exercise due diligence by completing all the justifying and supporting documentation required by the Bank. Through e-banking platform, the customer can perform and execute other foreign currency services such as foreign exchange transactions or payments, according to their terms and conditions as offered by the Bank.

### (2) Clarity of transfer orders

Orders and instructions may only be provided by the Customer via the e-banking platform and must clearly indicate the content of the transaction. In particular, when issuing transfer orders, the Customer shall ensure that the details of the transfer order for the execution of his request are correct, complete and error free regarding the name, last name of the beneficiary as well as the bank account number and Bank Identification Data, IBAN, Swift Code,



Beneficiary Name, Beneficiary Bank Name. In addition, in inputting a comment on the transaction, the client should take care to determine the details of the payment such as invoice / receipt / contract number, date of documentation, etc.

The ordering customer is also required to submit the justifying and supporting information as required by the Albanian law. International transfers are subject to laws and regulations applicable to foreign exchange transactions. The payment order with the transfer instructions is compiled by its orderer who has to verify it in advance and upon its signing, he/she is responsible for any consequences that may result from its improper compilation. The customer is entitled to refuse and decline the payment and withdraw the previous order only if his account is not yet debited. If any, all the costs in this case will be borne by the Customer.

In exceptional cases, any order issued by the Customer through the documents completed and signed by him/her shall be deemed received at the bank upon the signing by the Bank employee. Based on this signature, the employee confirms the presence and acceptance of this order in the Bank.

The execution of this order will be subject to the valid balance of funds in the account of the orderer and subject of the time limits for the transaction. Only orders generated by the Bank's system confirm and certify their final execution.

#### (3) Payment emergency, compilation of standing orders

If the Customer deems that the order requires immediate execution, he will notify the Bank about that fact in a particular way. The Bank may apply a separate commission for this service referring to the applicable Business terms and conditions in force. When the payment order is urgent, it is processed on the value date D, if the customer's request, together with the order on the e-banking platform is submitted within 15:30 hrs. for foreign currency transfers and within 13:30 hrs. for ALL transfers.

Confirmations or standing orders should be drafted as such.

#### (4) Reversals/Cancellation

A customer may withdraw or cancel a payment order that he or she has provided only if the amount subject of the transfer is not yet debited from his/her account.

The Bank may apply a special commission for the reversal and cancellation of the transfer (according to the business terms and conditions in force). The same will apply also to transfers between customers within the Bank as well as for domestic transfers.

#### (5) Duties related to due diligence

In case the Customer has contributed to the occurrence of any loss due to his fault, in particular by violating the customer's duties related to exercising due diligence, he will be liable for the losses at a certain extent. Closing of the current account leads also to closing other related products.

### **VI. Internet banking services**

The Bank offers the possibility of conducting and executing online banking services (via the Internet). These services are made possible by using the security elements that are made available by the Bank, for example passwords, tokens and username, and signing a special agreement on the terms of use and operation of these services. The Bank reserves the right to update the security features in the future based on current applications and technological developments.

#### (1) Right to see account balance and movements

The Customer, only through the use the username and password, is allowed to check the account balance and issue and print the account statements on his behalf at any time.

#### (2) Right to execute transactions between accounts

The customer upon being provided with the token has the option of making foreign exchange transactions, transfers and payments in the ALL, EUR, USD, GBP, CHF, CNY via the e-banking electronic platform at the standard exchange rate published in a bank or a negotiated preferential rate depending on the amount of exchange transaction.

#### (3) User name, code generating token and password

The Bank enjoys the right and is entitled to execute the orders of the customer with passwords and token.

The use of these tokens is equivalent to the customer signature. The customer is responsible for all the transactions ordered using the token made available by the bank.

#### (4) Loss and misuse of tokens

The Bank shall not be held liable for any loss or misuse of the tokens by the Customer, unless the Customer informs the Bank in due time. The Bank shall not be liable in the event of any direct or indirect damage that may result from incorrect installation or technical defects in the Bank's software.

### **VII. Security rules governing the card use**

The Bank offers the possibility of carrying out and executing card transactions. These transactions are enabled through the use of the PIN code and card security elements. The cardholder must follow the following security rules listed below:

1. The cardholder must ensure and take measures for online purchases carefully verifying the company and the website where the card related data are input.

(Attention: When the purchase is made from a secure website, the website address containing the required credit / debit card information will change from "http" to "https" .This fact verifies that the website contains a certificate of Secure Sockets Layer (SSL) The cardholder must check this certificate by clicking on the icon in the form of locker and thus ensuring that the company in question is true and the information sent through this site is illegible).

2. The cardholder must perform and execute transactions in a secure computer that is not accessible by other unauthorized persons (for example, it is recommended to execute transactions from the home computer or personal laptop).

3. It is recommended that at the end of each online purchase, the cardholder must print on paper or keep records of the transaction and possibly keep it until the card purchase process has been fully completed successfully.

4. The card holder should be careful not to provide card related data (password, PIN, or other data via email or phone) as the Bank never contacts the card holder to ask for this information.

5. If the cardholder fails to comply with these security tips, he or she shall be fully responsible for any losses that may occur until the Customer notifies the bank about card related problems and requests the card blocking.

The Bank shall not be liable for any loss or misuse of the Card by the Customer, in case the Client does not notify the Bank in due time. The Bank shall not be held liable in the event of any direct or indirect damage that may result from incorrect installation or technical defects of the Software.

### **VIII. DEPOSIT INSURANCE**

#### **Information on Deposit Insurance**

a. The deposits of individual customers, physical persons and commercial companies that are account holders are insured by the Deposit Insurance Agency, according to the provisions of Law no. 53/2014, dated 22.05.2014 "On Deposit Insurance", as amended. The Agency compensates the insured deposits in the cases when the Bank of Albania decides to liquidate the Bank or when it is voluntarily liquidated.

b. The Agency shall compensate the insured deposit, according to the provisions of this Law, for not more than ALL 2,500,000 (two million and five hundred thousand) for each depositor (account holder), regardless of the number of deposits or the deposit amount. The level of compensation for each Customer / Depositor is calculated on the aggregate amount of insured deposits of this depositor with the Bank, irrespective of the number of deposits, and type of currency deposited or payable. The persons authorized to operate the account, but are not account holders, do not benefit and are not considered in any case for the effect of the deposit compensation, according to the Law "On deposit insurance".

c. Compensation on behalf of insured deposits starts immediately after the Bank is notified in writing by the Bank of Albania on the intervention or about the decision of the voluntary liquidation of the Bank. The compensation process is carried out in accordance with the procedures set forth and stipulated in the Law "On deposit insurance" and in related by-laws. Compensation ends no later than three months from the starting date of the compensation process.

d. Compensation of the insured deposit is made as follows:

1. through a transfer of the deposit compensation amount to another insured bank.
2. through the payment of the amount in ALL of the person according to the compensation level.
3. through an insured agent bank.
4. Deposit Insurance Agency is the institution established pursuant to the insurance of the customers' deposits and their compensation in compliance with the requirements of the Law.

The key role of the Agency consists of:

- Protection of depositors from the bankruptcy of the bank where they have deposited their savings.
- Compensation of their deposits to the extent provided by the law.

More detailed information on your Deposits Insurance can be obtained at the Bank's counters or in its website and in the website of the Deposit Insurance Agency at [www.asd.gov.al](http://www.asd.gov.al).

**I hereby declare that I have received a copy of the business terms and conditions in the bank, I have read, understood and will apply them throughout my relationship with the bank.**