



Framework Contract on the Provision of Payment Services

concluded in accordance with Sec. 31 par. 4 et seq. of Act no. 492/2009 Coll.,
on Payment Services and on Amendments to Certain Acts
between:

Payment Institution:	Payment Institution NFD a.s.
Registered Office:	Popradská 17/670, 064 01 Stará Ľubovňa
Branch Address in Slovakia:	_____
ID:	46 847 162
Registered in the Commercial Registry:	District Court Prešov, Section Sa, Entry No. 10486/P
NBS Authorization Number:	ODB-10851/2014-7
E-mail address:	bonopay@pay-institution.eu helpdesk@pay-institution.eu
Supervision Body:	National Bank of Slovakia
Represented by:	Ing. Peter Zágora (Hereinafter the „ Payment Institution “)

a

Client: (Company Name/Name and Surname) _____
 Permanent residence address/Place of business: _____
 Business address/ Address of business place: _____
 Address of temporary residence: _____
 ID/ Birth date: _____ Type and number of ID card: _____
 State nationality: _____
 Registered in the Registry: _____ Registration no.: _____
 Represented by: _____
 E-mail address: _____ tel. number.: _____
 Object of the company (main): _____

(Hereinafter the “**Client**”)

1. Basic data necessary for the execution of payment services

- **Client’s payment account :** Personal (Home) Business (MasterPay) Business Merchant(BonoPay)
- **Currency:**
- **Collecting Bank Account of the Paying Institution:**
- **Unique identifier to the above-specified payment account:**

I. Contractual Provisions:

1. The subject of this Contract is the provision of payment services by the Payment Institution to the Client, in particular the establishment and maintenance of a payment account for the Client and the execution of payment transactions.
2. The Payment Institution hereby assigns access data to the client's internal zone, Internet banking through which the client will issue their payment orders and the Payment Institution will execute the client's orders. Access data are sent via secured message to e-mail address provided by the Client and include a confirmation link for verification of the Client's e-mail address.
3. The moment of receipt of a payment order is the moment when the Payment Institution has accepted a payment order which was correctly entered and authorized by the client. If the time of receipt is not a business day, the payment order is deemed to be received on the next business day. If the client issues a payment order on a business day, at the latest before the end of the business day after which each received payment order is deemed accepted on the next business day, then the payment order is executed in accordance with the GTC.

4. The parties express their consent to the GTC, which form an integral part of this Contract and were handed over to both parties, together with all annexes and parts of the GTC.
5. Validity period: The Contract is concluded for an indefinite period; shall enter into force and become effective on the date of its signature by the parties and by assigning a unique identifier to the payment account.
6. The rights and obligations not stipulated in this Contract are governed by the GTC, the Commercial Code, the Act and other legal regulations in force in the Slovak Republic. The Client declares that they are familiar with the GTC and the valid Price List, upon the signing of the Contract, they received one copy of the GTC, the Complaint Order and the Price List, agree with their wording and undertake to observe them.
7. Any dispute arising based on the Agreement or in connection with it may be resolved:
 - a. out of court
 - I. consumer disputes related to provision of payment services, which arise between the Client – consumer and the Payment institution, may be resolved by the Client through an entity ensuring alternative dispute resolution registered in the Register of alternative dispute resolution entities kept by the Ministry of Economy of the Slovak Republic;
 - II. through a mediator registered in the Register of Mediators kept by the Ministry of Justice of the Slovak Republic without any prejudice to the principle of voluntariness within mediation proceedings.
 - III. an arbitration court registered in the Register of permanent arbitration courts authorized to decide on consumer disputes, which is kept by the Ministry of Justice of the Slovak Republic provided that the Client gives their consent specifically in the arbitration clause contained herein.

ARBITRATION CLAUSE: By attaching his/her signature, the Client declares that all disputes arising based on this Agreement, including the disputes concerning validity, interpretation, or termination of the Agreement, shall be resolved before the Permanent Arbitration Court of the Slovak Banking Association in Bratislava in compliance with its fundamental internal legal regulations. The parties will submit to the decision made by the Arbitration Court and the Court's decision will be binding upon the parties. The Client consents to all disputes being heard by the Permanent Arbitration Court of the Slovak Banking Association in compliance with this provision and accepts the Rules of Procedure of the Court:

I ACCEPT: _____ If the Client does not accept that all disputes arising out of the legal relationships established by this Agreement will be heard by the Permanent Arbitration Court of the Slovak Banking Association, the Client is not to sign this clause.

b. by the general court

Existing disputes can be dealt with by the general court, according to the jurisdiction established by the applicable Slovak legislation.

8. The Contract may be terminated without a statement by the Client of a one-month notice period and a two-month notice by the Payment institution. In the event of a reasonable termination of the Contract, the contracting parties shall be governed by the terms and conditions set out in the GTC Part C.
9. The Contract shall be drawn up in two copies, each of which shall be given one copy. Part of the Contract is the signature of the Client and the persons authorized to handle the Client's account. In the case of the Business - Merchant account, also specification of the data about the Client. The Payment institution has the right to change or completely replace GTC in the sense of GTC Part E., and the Client is entitled to withdraw from this Contract immediately without notice, without charge, before the effective GTC change.

The parties are in consent with the contents of this Contract as an expression of their free and serious will, that it is clear and understandable, neither drafted in distress nor flagrantly unfavourable conditions, and as a proof thereof they sign it.

In, on

In on

On behalf of Payment Institution:

Client:

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 Payment Institution NFD a.s.
 represented by: Ing. Peter Zágora

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