

GENERAL TERMS ON INFORMATION SOLUTIONS AND INFORMATION SERVICES FOR CLIENTS

1 INTRODUCTION

Article 1

(1) These General terms of the company Halcom d.d. (hereinafter: General terms) define the conditions of the partnership cooperation and the rights and obligations of the provider, contractor, or supplier Halcom d.d. (hereinafter: provider) and the client of Halcom d.d. (hereinafter referred to as the client) relating to information solutions for electronic banking and information services of installation, maintenance, and support of these solutions.

(2) These General terms apply to clients who have a contract with Halcom for the purchase of a license, installation and maintenance of an electronic banking software product from the Hal E-Bank family of solutions (Hal E-Bank/B2B, Hal E-Bank/Personal, Hal E-Bank/Corporate, Hal E-Bank/WEB Retail, Hal E-Bank/WEB Corporate, Hal E-Bank/SMS etc.) or the use of OneSign solution.

(3) As regards the data protection and other aspects of ensuring compliance with the applicable European and Slovenian regulations, the General terms on compliance assurance for information solutions and information services for clients apply, which, together with these General terms, determine the contractual relationship between the provider and the client.

(4) The protection of individuals' data is governed by the Data Protection Policy, which is published on the provider's website.

(5) These General terms are contractual in nature and form an integral part of the contractual relationship between the parties and legally bind them. In order to conclude a contractual relationship fully governed by these General terms, a special written contract is not required between the client and the provider, but the contractual relationship arises on the basis of a written confirmation of the offer or order by the client, the installation of an information solution or the implementation of other information service for the client by the provider on the order of the client.

(6) The provisions of the General terms shall be kept by both parties in writing, including in electronic form. The provider delivers a copy of these General terms to the client if this is possible depending on the mode of communication. The current version of the General terms is also available at the provider's website and provider's seat.

2 INFORMATION SOLUTION

Article 2

(1) The information solution consists of a solution for electronic banking with functionality for connection with the commercial bank and optional services of coordination, expert advice and support for the realization of the connection between the information solution and the financial and accounting processing of the client (hereinafter: back-processing at the client).

(2) A condition for the use of an information solution is the agreement between the client and the commercial bank or another credit institution or the provider that manages the payment account of the client and provides the transmission routes of the provider's information solution for the use of electronic banking.

(3) The maximum number of transactional or payment accounts involved is limited to 150 accounts per individual installation or license under these General terms.

3 INFORMATION SERVICES

Article 3

(1) Information services under these General terms include the following services:

- a. basic maintenance;
- b. complementary maintenance;
- c. development of new sets of provider's IT solutions;
- d. customer support (Help desk);
- e. second level support;
- f. controlling the functioning of the key parts of the information solution;
- g. services with the client.

(2) The provider performs services of basic maintenance, customer support, and second level support at workdays from 8:00 to 16:30 local time (CET) (hereinafter: regular business time).

(3) The basic maintenance of the existing provider's IT solutions includes the following services: the elimination of detected errors, which represent the difference between the actual operation of the provider's IT solutions and an appropriate description of their use (fatal and critical errors are rectified as soon as possible, the elimination of the remaining ones is included in one of the next editions of the solution), electronic exchange of error messages, error correction notifications and versions of information solutions, presence of the personnel of the provider at the client, insofar as and when the provider assesses such presence for the necessary, periodic meetings of the provider with the client for reviewing the implementation of maintenance services and recording proposals for improving information solutions, telephone counseling, management of the program library (program archive and relevant documentation) and change management in compliance with the provider's internal rules. The basic maintenance services are valid for the then valid version as well as for the previous version of the information solution, but each older version will be subject to maintenance for a maximum of the time determined by the provider.

(4) In the framework of basic maintenance, the provider provides the client with corrections of information solutions. New generations and new versions of information solutions are not subject to basic maintenance. This correction means that the version of the information solution contains error corrections, but it may also contain lower performance improvements and minor functionality improvements. New functionalities are usually not included. The new version means new functionality, which is usually due to the need for new functionality prior to the release of a new version or generation of information solution. The new generation is a new version of the information solution that contains a significantly new functionality of the information solution.

(5) The basic maintenance shall be carried out by the provider in accordance with its specific procedure. The client is obliged to notify all errors to the provider using the provider's fault notification system or in any other

manner that the provider informs the client in advance. The following information must be included in the message:

- a. a description of the error, the expected behavior and a description of the configuration and the measures taken to reproduce the error, if possible;
- b. information solution, version number, and operating system used;
- c. the name or company of the contracting entity, the responsible contact person, the postal address, the e-mail address, and the subscriber's telephone number;
- d. error classification or effect on user's work.

(6) In order to determine the significance of each error, the classification below is used and one of the following levels can be used:

- a. Fatal: The error has the necessary degree of advantage if its consequences are as follows: the information solution does not work; whether it is a loss of key functionality under normal conditions or a serious security risk;
- b. Critical: The error has a medium priority if its consequences are as follows: reduced functionality affecting the entire system, or a decrease in system performance or a rare break in system availability;
- c. Non-critical: error reporting has a low level of priority if its consequences are as follows: the insignificant effect of the error on the functionality of the information solution, whether it is a question, a comment, or a proposal to improve the information solution of the provider.

(7) The provider will receive a client's error notification, which includes a classification of the error (fatal or critical), and immediately and within one (1) hour after receipt of the notification at the latest, begin to correct the error if he is informed in accordance with the provisions of these General terms.

(8) The provider undertakes to eliminate the error as soon as possible:

- a. fatal errors will be eliminated by the provider at the latest within four (4) hours from the error report; if within this period the error can not be remedied, the provider will provide an appropriate bypass solution within the same deadline, which will enable the client to use the information solution efficiently and safely, and finally eliminate the error within seven (7) days;
- b. critical errors will be eliminated by the provider at the latest within three (3) business days from the date of the error report. If within this period the error can not be remedied, the provider will provide, within the same deadline, an appropriate efficient and safe bypass solution that will reduce the limitations of the use of the information solution to the client;
- c. the non-critical error report will be considered by the provider for the next version of the information solution.

(9) In the event of reporting fatal and critical errors, the client is obliged to cooperate actively and continuously with the provider; otherwise, the error is considered not to be fatal or critical.

(10) The acceptance and testing of the corrected errors will be made by the parties by signing the handover report or in another agreed manner in which they will find that:

- a. the provider has informed the client of the changes, especially when the correction changes the operation of the module or the entire information solution;
- b. the test module was tested in the test environment;

- c. the results of the test match the declared result of the provider, which means that the repaired module can be included in the production;
- d. in case of a modification of the module, the change was recorded in the documentation.

(11) The client is obliged to install and test the repaired modules or enable installation to the provider according to the instructions of the provider.

(12) According to these General terms, basic maintenance does not include the following:

- a. the elimination of errors arising as a result of changes or internal adaptation of the provider's information solutions by the client, if this is not in accordance with the provider's instructions;
- b. the elimination of errors arising as a result of such use of the provider's information solutions that is different from the use described in the user documentation or as a result of negligence of the client, his staff or a third party, or as a result of other circumstances on which the provider does not influence;
- c. amendments and supplements to the provider's information solutions due to amendments and supplements to the applicable regulations;
- d. changes and updates of the provider's information solutions due to changes in the system software and hardware of the client to which the provider's information solutions are connected.

(13) The complementary maintenance of the existing provider's information solutions includes the following services:

- a. complementing information solutions with additional functionalities at the request of the client (such as: extras, additional inquiries, functionalities updates due to legal changes, etc.);
- b. providing a stand-by service provider out of regular business hours;
- c. the provision of basic maintenance services outside regular business hours;
- d. ensuring the presence of the personnel of the provider at the location of the client at his request or outside regular business hours.

(14) The development of new sets of IT solutions means that the provider, in agreement with the client, participates in the preparation of the establishment documents and guidelines, on the basis of which it will implement the development of new sets of IT solutions and provide the client with adequate resources for their development.

(15) The help desk service is intended for the clients's users including telephone or written answers to questions received by telephone, electronic or classical mail relating to: working with the provider's information solution, elimination of common problems, installing an information solution, etc.

(16) The second-level support service is intended for staff in customer support for users. With this service, the subscriber's staff get telephone answers to their users' questions, which they can not solve themselves. Questions are forwarded to the customer support desk (Help desk) via telephone, electronic, or classical mail. In content, questions that are typical for customer support are solved and complexity is complex, such as: connectivity issues, new versions of the information solution, and specially paid features of the information solution.

(17) The service of control of the key parts of information solutions is intended for the client as the subscriber of the information solution and includes:

- a. 24/7 automatic control of the operation of key parts of information solutions (eg. Engine E-Bank) through an Internet connection from the provider's server;
- b. informing the responsible persons of the client about the detected errors between 8.30 and 16.30 on business days;
- c. the remote elimination of errors, where possible, and informing the responsible persons of the client;
- d. regular preventive checking of the server's operating status from the point of view of system software, hardware and communications (availability of disk capacity, operation of communication paths, operation of system daemons, etc.);
- e. preventive overhauls of the system and preventive remote control of the system, and notification of interventions of the responsible persons of the subscriber.

(18) Customer services may include the setting of computer and communication equipment parameters on computers where the information solution of the provider will operate, the installation of smart card readers, the installation of the information solution of the provider, and the deployment to work with the information solution.

4 SUPPLY, PRICE AND PAYMENT

Article 4

(1) The client undertakes to pay the price to the provider in accordance with a written offer prepared by the provider and confirmed by the client or with the valid pricelist of the provider if the price was not specifically agreed between the client and the provider or if it was agreed price according to the valid pricelist.

(2) The client undertakes to settle all costs incurred by additional services that are not the subject of a written offer. Such services will be carried out by the provider on the basis of a written request from the client and will be charged according to their valid price list.

(3) For all services provided by the provider's staff outside the venue of the provider's establishment, the provider shall additionally charge travel expenses in accordance with the applicable tax regulations.

(4) The client is obliged to pay the provider's invoice 15 days after receipt on the transaction account of the provider, stated in the invoice. In the event of a delay, the client is obliged to pay the statutory interest for late payment to the provider without any special notice.

(5) The acceptance of the subject of the order shall be made with the handover record, signed by the client. If the client does not sign the handover record within 14 days after the delivery, or in it does not warn about the defects of the product in writing within the same deadline, the product is considered to be taken over and the provider issues an invoice. The implementation of information services is recorded at the provider (record of support requests, audio recordings, screen footage) and charged on the basis of this record without a special record.

5 OBLIGATIONS OF THE CLIENT

Article 5

(1) The client undertakes to use information solutions on the hardware and system software that meets at least the minimum requirements specified in the relevant information solutions.

(2) The client shall be responsible for the procurement of equipment and records for the production of data backups, regular backup of data from databases, and proper storage of records. The client is obliged to verify and ensure up-to-date data backup before each intervention. In no case and under no circumstances, the provider shall be liable for any damage caused by the loss of data resulting from the difference between the pre-intervention state and the available backup copy.

(3) When signing a maintenance contract, the client will designate a responsible contact person (and, where appropriate, its deputy) with a good knowledge of the operation of the provider's IT solutions and access to the documentation provided by the provider for its information solutions. If necessary, the contact person will be present in the execution of maintenance services. The client is obliged to notify the provider of every change regarding the contact person and its possible deputy no later than five (5) business days after the change occurred.

(4) In case of need, which is provided by the provider in writing or orally, the client is obliged to provide the personnel of the provider with access to the equipment and databases on which the information solution is running due to the ordered intervention or elimination of errors. In doing so, the provider is obliged to comply with the internal regulations and instructions of the client, about which the client has previously informed him.

(5) If the client intends to transfer the provider's information solutions to another or different computer environment, it shall submit a written notification of the transfer with a short description to the provider in advance and at the latest within sixty (60) days from the day of the intended transfer. If such a transfer results in increased maintenance costs, the provider has the right to claim an appropriate additional payment or is entitled to change the maintenance provisions. The same applies in the case of changes or upgrades of hardware and system software, which are carried out by the client's orders, which results in increased maintenance costs.

6 INTELLECTUAL PROPERTY RIGHTS

Article 6

(1) As a licensor, the provider grants to the client as a licensee a non-transferable, non-exclusive and time-unlimited right to use the provider's information solution, including any related documentation and any updates, revised edition, translation, adjustment, modification, derivation or a copy of the above (all covered by the term: information solution), in accordance with these General terms.

(2) The client shall have the right to install and use an information solution on an individual IT system that it has in place, installed, and managed in the rightful possession. By purchasing under these General terms, the client also acquires the right to use documentation of the protocol for the exchange of documents with back-processing at the client.

(3) A client can make one copy of the information solution in machine-readable form only for security purposes. This backup should also include all information regarding intellectual property rights, as contained in the original information solution.

(4) The right-holder in relation to an information solution and all patents, copyrights, trademarks, design solutions, business secrets and proprietary rights to an information solution or in relation to an information solution is and remains the exclusive provider, regardless of whether specifically recognized or certified in accordance with the applicable regulations of the country in which the information solution is installed. The client undertakes not to carry out any acts that would compromise such rights. Under these General terms, the client has not acquired any right in relation to the information solution, except for the rights to use, which are specified in these General terms.

(5) Under these conditions, this license shall not include any right to sublicense, provision of source code, or its usage. Except as permitted by the applicable regulations and these General terms, the client may not decompile, reproduce, reverse engineer, disassemble, modify, rent or lease, lend, distribute, create derivative works from an information solution, or transmit the information solution over a network or enable it as a cloud service. If the applicable regulations assign to the client any additional rights regarding the information solution, they must immediately inform the provider of any possible enforcement of these rights.

(6) The information solution contains confidential proprietary solutions developed or licensed by the provider. The client will protect the confidentiality of an information solution with at least the same level of diligence that it uses to protect its own confidential proprietary solutions, but always at least with a reasonable degree of professional diligence. The client will not remove or alter any mark that this is a proprietary or confidential or intellectual property protected solution, which identifies the information solution.

(7) The provider has the right at its sole discretion to verify that the client acts in accordance with the terms of these license terms and, in that regard, require the necessary information or proofs from the client.

(8) This license automatically terminates if the client violates any of its terms or conditions. In case of termination of the license, all rights granted to the client, including the right to use the information solution, immediately cease to have an effect. The client may not give away, delegate, or otherwise transfer this license or any of its rights without the prior written consent of the provider. Any giving away, delegation, or transfer violating that provision shall be deemed void. Immediately after the license is terminated, the client must remove and return the information solution and destroy any copies.

7 GUARANTEE AND LIABILITY FOR DAMAGE

Article 7

(1) The provider guarantees to the client that the information solution will work in accordance with the documentation if it is used in accordance with the applicable instructions and in the supported information environment, whereby the provider does not guarantee the continuous operation of the information solution or its operation is free of errors. Any errors will be dealt with by the provider in accordance with the provisions of its internal rules, which are valid at the time of the error report.

(2) The provider guarantees that the media on which the information solution is distributed and the user documentation are free of errors in the materials and in the workmanship. The provider will replace the defective media or defective documentation free of charge, provided that the defective or deficient item is returned within 90 days from the date of delivery.

(3) The provider undertakes to perform the maintenance services in accordance with the provisions of these General terms, and carefully and according to the rules of the profession, and will maintain its organization and readiness with suitably qualified personnel.

(4) The provider will try to his best to eliminate defects that would arise in the operation of the installed information solution during the duration of the maintenance contract, and which the client would correctly report. The provider does not warrant for any defects in the used media and / or other third-party software products that are unaffected by it but will be actively involved in the elimination of such an error.

(5) The provider shall provide the client that he did not infringe upon copyright and other related rights or other intellectual property rights of third parties in carrying out maintenance services, and undertakes to protect the client against all third-party claims arising from violations of those rights. The provider undertakes to compensate the client for any damage that the client may suffer due to the enforcement of such claims.

(6) The provider undertakes to pay to the client all the direct ordinary damage that is caused as a result of the performance of the agreed maintenance services. In any case, the provider is not liable to the client for lost profits, indirect damage, or any other damage.

(7) The liability for damages of the provider, regardless of the basis for liability for damage, shall be limited to the amount that the client paid in the period of three (3) months prior to the date of the occurrence of the loss event. The provisions on limitation and / or exclusion of liability do not apply in the event that the resulting damage results from the gross negligence or intentional behavior of the provider.

(8) The provider shall not be liable to the client for any damage resulting from errors or malfunctions in the operation of the hardware and software software, and for the damage resulting from the loss of information by the client.

8 FORCE MAJEURE

Article 8

(1) None of the parties shall be liable for damage due to delays and / or errors in the fulfillment of their obligations if such a delay and / or error occurred due to circumstances beyond the control of any of the parties, including primarily, but not exclusively, the following cases: restrictions and actions by authorities, war, riots, general strikes and other social upheavals, earthquakes, floods, fires, and other natural disasters and catastrophes, and other events that are beyond the influence of contracting parties.

(2) A party who, due to the force majeure, can not fulfill its obligations in full or in part, must immediately, and within two (2) days from the day when it becomes aware of the force majeure, inform in writing the other party about the performance of the force majeure, the foreseen duration and possible consequences of force majeure, and, if it is not a generally known event, provide evidence of its occurrence.

9 BUSINESS SECRECY

Article 9

(1) The contracting parties are obliged, as a business secret, to safeguard all documentation and data that are not widely known and with which they will get acquainted at the fulfillment of their obligations under these

conditions and under a maintenance contract (hereinafter referred to as confidential information). The parties undertake to protect confidential information with at least such a degree of diligence as they use to protect their own data. In no case shall the parties disclose the confidential information to third unauthorized parties or use them for their own purposes without the written consent of the other party. Parties must unlimitedly protect the business secret.

(2) Each of the parties undertakes to ensure that its authorized persons, employees, and contractors who have access to confidential information will protect confidential information in accordance with the provisions of this article.

(3) The parties undertake to actively protect the intellectual property, knowledge, and skills of each of the parties in accordance with the applicable regulations and as a business secret.

10 DURATION AND TERMINATION OF THE CONTRACT

Article 10

(1) The parties enter into contractual relationships under these General terms for an indefinite period of time.

(2) Each of the contracting parties has the right to terminate a single or all contractual relationships under these General terms with a three (3) month notice period by sending the notice of cancellation to the other party by registered post or by registered electronic mail.

(3) Notwithstanding the provision of the preceding paragraph, any contractual party may terminate an individual contractual relationship in accordance with these General terms with immediate effect in the event that the other party violates the essential provisions of these General terms and does not terminate or eliminate the consequences of violations in the thirty (30) days from the day when it received a written notification of the violation committed.

11 FINAL PROVISIONS

Article 11

(1) If any of the provisions of the General terms or the contract concluded on the basis thereof is or becomes invalid, this shall not affect other provisions. An invalid provision is replaced by a valid one, which must be as close as possible to the purpose which the invalid provision sought to achieve.

(2) If the provisions of these General terms or the contract concluded on the basis thereof are not implemented or unless implementation of the provisions is required, such omission shall not be interpreted as the termination of the relevant provisions and shall not affect the validity of these General terms or the contractual relationship, in part, or in whole, or termination of the rights of any contracting party on the basis of these General terms.

(3) Any disputes under these General terms shall be subject to the court of Ljubljana in accordance with the law of the Republic of Slovenia.

(4) The provider has the right to change or amend these General terms, informing the client by electronic means at least two months before the intended application of the changed General terms. It shall be deemed the client accepts a proposal of changes to the General terms if the provider does not receive the client's written notification by the day before the proposed date of their application, that he does not accept the proposal or that he resigns from the contractual relationship.

(5) These General terms are valid from 01. 01. 2021.

Ljubljana, 02. 11. 2020

Tomi Šefman

Chief Executive Officer


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d.d. Ljubljana