

## Annex 2 to the BCM

Special settlement rules for Acceptors that do not maintain a Payment Account with the Bank

**Announced:** 5<sup>th</sup> June 2026.  
*Effective as of:* 12<sup>th</sup> June 2026.

The rules set forth in the Business Conditions for Merchants (BCM) shall apply with the exceptions set out below to those Acceptors with whom the Bank has agreed that the provision of the Card Acceptance Service is not contingent upon the opening of a Payment Account with the Bank in accordance with the BCM—to which the Bank settles the amounts due to the Acceptor and arising from the Card Acceptance Service—but instead, an Other Payment Account maintained by another service provider may also be designated as the settlement account.

The following definitions shall be added to Chapter I “Card Acceptance Services”, Part I “General provisions”, Section 1 “**Relationship between the Parties**”, clause 1.5 “**Definitions**” of the BCM:

**Transfer Fee** means a fee the Bank is entitled to charge—in case the Bank and the Acceptor have agreed that the transaction volume generated through the Acceptor’s use of the Card Acceptance Service will be settled to an Other Payment Account—for the transfer of the settled amount to the Other Payment Account. The amount, due date of payment, and method of settlement of the fee are specified in the List of Terms & Conditions for Merchants and the Application Form.

The provisions set out below shall apply instead of clauses **4.6 to 4.8** of Chapter I “Card Acceptance Services”, Part I “General provisions”, Section 4 “**Fees, commissions and charges for services**” of the BCM:

### **4.6. Compliance with the Acceptor’s payment obligations**

The Acceptor shall ensure that it is able to meet its due payment obligations to the Bank at all times.

The Acceptor authorises the Bank, in the event that the Acceptor fails to fulfil its payment obligations—in addition to the Bank’s right of set-off as per Section 4—to submit a collection order based on a **letter of authorisation** against the Acceptor’s account held with another payment service provider—for the amount in arrears and the default interest thereon, calculated at the rate specified in the Civil Code—or debit any of the Acceptor’s bank accounts held with the Bank with the same amount. The Acceptor agrees to notify its account-keeping banks of the Bank’s right to submit collection orders based on letters of authorisation, in the form specified in the letters of authorisation issued by the Bank, and to confirm such notification to the Bank within 5 (five) business days of the signing of the Agreement. The letter of authorisation constitutes an annex to the Agreement (unless the Acceptor maintains its bank accounts exclusively with the Bank). The Acceptor may not unilaterally revoke this authorisation until the termination of the Agreement. The Bank may grant an exemption from the obligation set forth in this paragraph with an express statement to this effect.

A failure to fulfil a payment obligation includes in particular, but is not limited to, any instances when the Acceptor fails to pay when due

a) any fees, commissions or charges due to the Bank,

- b) in the case of a Card-based Payment Transaction executed more than once, the amount of the payments initiated during any subsequent execution following the first execution,
- c) the amount of a legitimate claim submitted by the Cardholder,
- d) in the case of a complaint by the Cardholder, the amount of the Card-based Payment Transaction for which the Acceptor is unable to provide the Transaction Slips related to the Card-based Payment Transaction at the Bank's request, or—in the case of a Recurring Payment—is unable to confirm the sending of the Transaction Slip, or the slips presented are illegible, or do not comply with the provisions of these terms and conditions, including but not limited to any instance where the Transaction Slip does not bear the Cardholder's signature (except in case of Chip Cards) or the authorisation number,
- e) the Bank's losses, including any fines or penalties imposed on the Bank, arising from the Acceptor's unlawful conduct or the Acceptor's breach of the card acceptance rules,
- f) the amount of the Card-based Payment Transaction that the Acceptor accepted without following the authorisation procedure specified in the Card Acceptance Manual, or based on an authorisation request with an incorrect transaction type, or without the Bank's authorisation, or in violation of the Bank's instruction to decline the transaction,
- g) in the event of termination of the Card Acceptance Agreement for any reason, the amount of any damages, fees, costs, or penalties that may be attributable to the Acceptor, including, in particular: the amount of damages and costs related to devices, equipment, including their accessories, installed by the Bank or on the Bank's behalf that were not returned, or were returned damaged, incomplete, and/or late, as well as the amount of any damages and costs related to other devices supporting card acceptance, and the amount of any penalties resulting from the delayed removal of the stickers, logos indicating the card acceptance following the termination of the technical conditions of acceptance,
- h) any other amounts incurred in connection with the provision of the Card Acceptance Service and charged in accordance with the provisions of the Card Acceptance Agreement.

#### **4.7. Default and its legal consequences**

If the Acceptor fails to fulfil its payment obligation by the due date and is in default, it shall be required to pay default interest at the rate specified in the List of Terms & Conditions for Merchants for each calendar day of the delay.

If the Acceptor's delay exceeds 15 days, the Bank shall be entitled to

- a) set off its fees, commissions and costs charged under the Card Acceptance Agreement, and the default interests due thereon, as well as any other claims arising on other grounds, against the amount to be settled from transactions processed by the Acceptor, and to reduce the amount with the Acceptor's debt prior to making the funds available, even if the Parties have agreed on Gross Settlement;
- b) submit a collection order based on a letter of authorisation to the Acceptor's account-keeping bank in accordance with the provisions of Section 4.6;
- c) initiate other proceedings to recover the amounts in arrears.

#### 4.8. The Bank's right of set-off

If the Acceptor and the Bank have agreed that an Other Payment Account maintained by another service provider shall be specified in the Card Acceptance Agreement as the settlement account for amounts arising from the Card Acceptance Service, but the Acceptor also uses payment and/or other services from the Bank, then the Bank shall be entitled, subject to the simultaneous written notification of the Acceptor, to debit any Payment Account of the Acceptor—or, in the absence of funds thereon, any bank account of the Acceptor held with the Bank—with, or to set off or deduct from the amount paid with a Card-based Payment Transaction prior to the settlement of the Card-based Payment Transaction with the Acceptor, in accordance with the relevant provisions of the Civil Code,

- a) in the case of a Card-based Payment Transaction executed more than once in connection with the same purchase—whether due to an error or for any other reason—the amount of the payments initiated during any subsequent execution following the first execution,
- b) the amount of a legitimate claim submitted by the Cardholder,
- c) in the case of a complaint by the Cardholder, the amount of the Card-based Payment Transaction for which the Acceptor is unable to provide the Transaction Slips related to the Card-based Payment Transaction at the Bank's request, or—in the case of a Recurring Payment—is unable to confirm the sending of the Transaction Slip, or the slips presented are illegible, or do not comply with the provisions of these terms and conditions, including but not limited to any instance where the Transaction Slip does not bear the Cardholder's signature (except in case of Chip Cards) or the authorisation number,
- d) the Bank's losses, including any fines or penalties imposed on the Bank, arising from the Acceptor's unlawful conduct or the Acceptor's breach of the card acceptance rules,
- e) the amount of the Card-based Payment Transaction that the Acceptor accepted without following the authorisation procedure specified in the Card Acceptance Manual, or based on an authorisation request with an incorrect transaction type, or without the Bank's authorisation, or in violation of the Bank's instruction to decline the transaction,
- f) in the event of termination of the Card Acceptance Agreement for any reason, the amount of any damages, fees, costs, or penalties that may be attributable to the Acceptor, including, in particular: the amount of damages and costs related to devices, equipment, including their accessories, installed by the Bank or on the Bank's behalf that were not returned, or were returned damaged, incomplete, and/or late, as well as the amount of any damages and costs related to other devices supporting card acceptance, and the amount of any penalties resulting from the delayed removal of the stickers, logos indicating the card acceptance following the termination of the technical conditions of acceptance.

If any claim of the Bank remains outstanding after the set-off, or if the Other Payment Account does not provide sufficient funds to cover the amounts specified above, the Acceptor shall pay the amounts specified above to the Bank without delay.

The Bank may exercise its right of set-off or deduction as set forth above with respect to the Acceptor's time deposits and other funds held on a fixed-term basis as well, regardless of whether the term of the deposit has expired or not; that is, the Bank may terminate (break) the time deposit in order to exercise its right of set-off. The Acceptor shall not claim indemnification from the Bank for any loss of interest that might result from a time deposit being broken before maturity.

If the currency of the amount to be paid differs from the currency of the Other Payment Account to be debited, the conversion between the different currencies shall be carried out using the foreign exchange selling rate according to the GBC. If the Acceptor fulfils its payment obligation in a currency other than the currency in which the payment obligation is denominated, the Acceptor shall pay the Bank the conversion fee according to the List of Terms & Conditions for Merchants.