

**BANKA INTESA SANPAOLO D.D. CUSTOMER ACCEPTANCE POLICY RELATED TO  
PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING, RESTRICTIVE  
MEASURES AND PREVENTION OF CORRUPTION**

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## INTRODUCTION

1. The Customer Acceptance Policy (hereinafter: Policy) defines the standards which represent the basis according to which Banka Intesa Sanpaolo d.d. (hereinafter: Bank) establishes business relationships with clients. The Policy adheres to the rules set by the valid Prevention of Money Laundering and Terrorist Financing Act (hereinafter: PMLTFA), observes the Guidelines for the money laundering and terrorism financing risk assessment issued by Bank of Slovenia and Guidelines issued by Intesa Sanpaolo Group and the parent bank.
2. With the Policy, the Bank defines the measures aimed at mitigating the compliance and reputational risks. The implementation of measures and procedures set in this Policy, provides an efficient safeguard to prevent the Bank's exploitation for purposes of money laundering, terrorism financing and restrictive measures breaching.
3. The Policy implements the standards for customer acceptance, defines the procedures for verifying the client's identity and for performing the client's due diligence. The Policy also defines the measures which must be respected by the Bank to effectively mitigate the compliance and reputational risks. Although the client may be compliant with the on boarding criteria defined by this Policy, the Bank may decline the establishment of a business relationship, shall the business relationship represent a conflict with other internal policies. The Policy defines also the conditions under which the Bank may terminate the business relationship with the client when there is a suspicion present that the business activity of the client is related to the suspicion of money laundering, terrorist financing or sanctions breaching or when the Bank assesses that it cannot appropriately manage the risks related to money laundering, terrorist financing or sanctions breaching posed by the client as well as the reputational risk.
4. Despite the on boarding limitations set by the Policy, the Bank entirely adheres to and respects the right of a client related to the access to the basic payment account, as provided in the valid Payment Services, Services for Issuing Electronic Money and Payment Systems Act and rejects any discrimination in relation to the mentioned account type. The Bank will reject such business relationship only in presence of a justified legal ground, based on which the Bank may decline the client's request for opening a basic transactional account. In line with the Guidelines on policies and controls for the effective management of ML/TF risks when providing access to financial services the Bank adopted criteria and measures to prevent the blanket refusal or termination of business relationships with entire categories of customers that were assessed as presenting higher ML/TF risk.
5. The Policy is valid and applicable to all units of the Bank. The Policy refers to and is used in relation to all areas of banking activity:
  - establishment of the first business relationship with the Bank,
  - establishment of additional or new business relationships with the Bank,
  - renewal of existing business relationships with the Bank
  - execution of payment transactions,
  - operations with the transactional account,
  - updating of client's data,
  - operations with digital banking solutions,
  - execution of documentary business and guarantee transactions,
  - performance of identification and client due diligence,
  - establishment correspondent relationships with banks,
  - cash business activities,

- other banking areas, which involve dealing with clients, ...
6. A Client is a natural or legal person, which is the holder of a transactional account with the Bank or has established any other business relationship with the Bank. All other terms are used in compliance with definitions provided in the Prevention of Money Laundering and Terrorist Financing Act.

## IDENTIFICATION AND CLIENT DUE DILIGENCE

7. The Bank establishes business relationship and executes transactions only upon identifying the client and verifying his or her identity (hereinafter: identification) and client due diligence. The client on-boarding procedure must be conducted with the utmost care and vigilance. The on boarding procedure shall follow the rules on the identification and due diligence, which consist also of the collection of information, data, and documents.
8. The Bank conduces procedures related to client's identification and/or due diligence:
- when establishing a business relationship with the client (first or additional);
  - when executing cash transactions in the bank's branch;
  - when executing cash transactions for walk-in customers;
  - when the Bank has doubts on the accuracy and appropriateness of collected information on the client;
  - when updating information on the client;
  - always when establishing an additional business relationship..
9. While performing the identification and client due diligence process, the Bank may request the client to provide also additional documentation to ensure a better knowledge of the client. Shall the Bank request the client to provide additional documentation and he or she fails to do so, the Bank may reject the establishment of the business relationship; in case of existing business relationships, the Bank may terminate the business relationship unilaterally.
10. The Bank may reject the establishment of a new business relationship with a client if:
- it cannot perform the client's due diligence,
  - establishes that the risks of ML/TF related to the customer cannot be appropriately mitigated,
  - assesses the presence of negative news which impact the increased ML/TF risk in relation to the client, his/her/its legal representative or authorised person,
  - assesses that the funds which will be subject of the business relationship could derive from acts of crime,
  - assesses that the client's behaviour, the purpose and nature of the business relationship could be illegal or non compliant with the expected and announced business activity of the customer,
  - assesses that the information provided by the client are untrustworthy and unreliable or in case the client is not prepared to provide information on the expected business activity,
  - assesses that the documents provided by the client are untrustworthy and unreliable or falsified,
  - assesses that the client's conduct represents a breach of General terms and conditions of the Bank and is not compliant with the information provided at the onboarding,

- the client announces a business activity which is not in line with his or her wealth status,
  - the client announces an intensive cash activity or an intensive business activity with high-risk countries or foreign countries with no grounds,
  - if the person has an expired personal document or does not hold a valid personal document (for persons with a special status the Bank may apply exceptions as mentioned in point 11),
  - if a negative business conducts with another bank is noticed and the company has bad financial data (e.g. closed accounts, blockages,...)
  - in presence of negative news on the client, the ultimate beneficial owner of legal representative
  - in case of suspicion that the legal entity is a shell or shelf company, because it is registered on an address where several other entities are already registered,
  - In case of suspicion that the legal entity is intended for further sale.
11. For the purpose of managing the increased ML/TF risks related to the customer, the Bank may adopt additional restrictions or measures, implemented to mitigate the increased risk in order to provide for the financial inclusion of the person. Among the measures that could be introduced the Bank may limit the transactions in foreign currency, limit the execution of cross-border transactions, limit the access to the web and mobile banking portals, limit the range of products, limit the lending possibilities,... the Bank may ease the introduced measures in case in a defined period it does not identify additional or new circumstances, implicating an increased ML/TF risk.
12. Data collected by the Bank in the procedures related to the identification and client due diligence shall be retained in accordance with legislative requirements.
13. The Bank may copy the client's personal identification documents which were used to identify the client and verify his or her identity. The copy and retention procedure related to personal data adheres to the requirements of the valid PMLTFA.

## NATURAL PERSONS

14. The Bank collects the following data when establishing business relationships with natural persons:
- name,
  - permanent and temporary address,
  - nationality,
  - date and place of birth,
  - political exposure status,
  - Slovenian tax identification number,
  - number, type and issuer of the personal identification document,
  - information on the validity of the personal identification document,
  - information on the political exposure of the client,
  - information on the purpose of the business relationship and the foreseen nature of the business relationship,
  - information on the status of the natural person or business activity of his or her employer.
15. The client's identity is verified by examining the valid personal identification document of the client in his or her personal presence. The identification and verification of the client's identity may be performed also by utilizing electronic identification means or, in exceptional cases, through a third person. The Bank verifies the client's identity by examining a valid personal identification document from the following list:

- passport,
- identification document,
- Slovenian drivers' licence with a clearly stated address.

16. During the client due diligence, the Bank obtains the following information:

- source of funds the client possesses or which are or will be subject of a business relationship,
- purpose and foreseen nature of a business relationship,
- expected business activity with the transactional account or other business relationships established with the Bank,
- list of countries, which the customer will conduct business activity,
- for certain categories of persons, the bank may obtain also the information on the source of wealth.

17. The Bank may always request that the client provides additional documents or information to ensure that the client is properly known.

18. The Bank may ask a third person to conduct the client's identification, provided that:

- the identification procedure is compliant with the valid PMLTFA,
- the identification procedure is conducted in compliance with the valid internal instructions and Intesa Sanpaolo Group and parent bank's policies,
- the Bank obtains information on the client and the business relationship and assesses that the establishment of the business relationship is compliant with this Policy,
- the Bank assesses that the client or the business relationship do not represent an increased risk for money laundering or terrorist financing.

19. The Bank permits the establishment of business relationships by available electronic identification means.

20. The Bank permits the establishment of business relationships by video electronic identification means.

#### NATURAL PERSONS - FOREIGNERS

21. For the purpose of this Policy a foreign natural person or foreigner is deemed a person, who is not a citizen of the Republic of Slovenia and does not have a permanent residency in the Republic of Slovenia.

22. For the identification and due diligence of a natural person, who is a foreign person, the Bank obtains information from point 13 of this Policy.

23. When establishing business relationships with foreign natural persons the Bank may request also additional data, apart from those from Article 5 of this Policy, in order to conduct the identification and client due diligence, more precisely:

- declaration on temporary or permanent address in the Republic of Slovenia;
- applicant for international protection declaration;
- work and/or residency permit in the Republic of Slovenia
- proof of tax residency in the Republic of Slovenia, copy of the employment contract or contract for service provision, if the person is employed with a Slovenian employer;

- certification of the Pension and Disability Insurance Institute of the Republic of Slovenia, shall the person be entitled to receive pension retributions;
  - valid certification of scholarship, issued by a Slovenian educational institute, shall the person, who requests to establish a business relationship with the Bank, be a pupil or student;
  - copy of the official document on the entitlement to receive social aid (social transfers), shall the person be entitled to receive them;
  - any other proofs, issued and obtained on the Bank's request.
24. During the entire duration of the business relationship the Bank may request the client to provide additional documentation and explanations related to the reasons for establishing a business relationship with the Bank and presence of active connections with Slovenia.

#### NATURAL PERSONS – POLITICALLY EXPOSED PERSONS

25. Within the identification and client due diligence process the Bank shall verify also the political exposure status of the person who is establishing a business relationship with the Bank. The political exposure status shall be verified for new and existing clients.
26. Politically exposed persons are natural persons who are or who have been entrusted with prominent public functions in the past 12 months in compliance with the definition provided by the valid Prevention of Money Laundering and Terrorist Financing Act.
27. Shall the Bank request the client to provide information or documents related to the client due diligence process and the client does not respond to the Bank's request or does not provide the required data, the Bank shall not establish a business relationship or may terminate the existing business relationship unilaterally.

#### LEGAL PERSONS AND OTHER PERSONS GOVERNED BY CIVIL-LAW

28. For the purposes of establishing a business relationship with the Bank the client shall provide the required documentation, which at the moment when the client due diligence process is initiated shall not be older than three months. Besides the registration data of the legal person or another person governed by civil law the Bank shall obtain also data on legal representatives and authorised persons of the client and its ultimate beneficial owners, in line with point 14 of this Policy. The identification of the ultimate beneficial owner is a precondition for the establishment of the business relationship with the client.
29. Before establishing a business relationship with a legal person or other persons governed by civil law the Bank shall collect the following data:
- excerpt from the legal register or other comparable register;
  - entity's name;
  - address;
  - seat;
  - registration number;
  - Slovenian tax identification number;
  - information on the business activity of the legal person;
  - information on the purpose and foreseen nature of a business relationship;
  - data on the ultimate beneficial owner.

30. Besides the registration data of the legal person or another person governed by civil law the Bank shall obtain also data on legal representatives and authorised persons of the client and its ultimate beneficial owners. The Bank shall obtain the excerpt from the legal register or another comparable register for all legal person's parent undertakings in the ownership structure to identify the ultimate beneficial owner. The Bank shall obtain documents from reliable and independent sources. Shall the Bank fail to identify the ultimate beneficial owner from the obtained documents, it may request the client to provide additional reliable documents or a statement. The identification of the ultimate beneficial owner is a precondition for the establishment of the business relationship with the client.
31. The Bank collects the following data on the legal representative and the authorised person of the legal person:
- personal name,
  - permanent and temporary address,
  - nationality,
  - date and place of birth,
  - political exposure status,
  - Slovenian tax identification number,
  - number, type and name of the issuer of the personal identification document,
  - information on the validity of the personal identification document.
32. The Bank does not enter in business relationship with legal entities issuing bearing shares. The Bank also has introduced restrictions related to business relationships with entities registered in an off-shore country or having in their ownership structure a company registered in an off-shore country, if the mentioned relationship is not compliant with the rules and policies of Intesa Sanpaolo Group related to off-shore countries.
33. Non-profit and non-governmental organisations shall provide the Bank with the following information:
- information on the person who controls the customer and the ultimate beneficial owner;
  - Information on how the organisation is funded (donators base, financing sources, funds raising methods,...);
  - actual objectives of its operations
  - which categories of beneficiaries benefit from the organisation's activities;
  - what transactions the NPO is likely to request - expected frequency, size, and geographical destination of such transactions;
  - list of programs, activities and services provided by the organisation and list of places where the organisation is present, including the registered seat and operation areas..

#### FOREIGN LEGAL PERSON AND LEGAL PERSONS, WHOSE ULTIMATE BENEFICIAL OWNER OR LEGAL REPRESENTATIVE IS A FOREIGN NATURAL PERSON

34. For the purposes of this Policy it is deemed that a foreign person or a foreigner is a natural person who is not a citizen of the Republic of Slovenia and does not have a permanent residency in the Republic of Slovenia or a legal person who has not been established or does not have a registered seat in the Republic of Slovenia. The rules of this Article are applicable also to legal person which were established in the Republic of Slovenia but their ultimate beneficial owner or legal representative is a foreign person. The Bank may establish a business relationship with foreign persons, which are



not subjects of countries against which restrictive measures have been introduced in compliance with international regulations or Intesa Sanpaolo Group and parent bank policies.

35. Shall a foreign person show intent to establish a business relationship with the Bank, it shall provide proof of a logical and reasonable connection with Slovenia. During the client due diligence, the Bank may request the client to present contracts with business partners, recommendations or other business documentation which provides an unequivocal proof of the client's business connection with Slovenia.
36. The Bank shall collect also data on the expected nature of the business relationship and the geographic location where the business activity of the customer will be conducted. If the client is not physically present in Slovenia or does not conduct business activities in Slovenia or shall the Bank have doubts about the accuracy and appropriateness of collected information on the client the establishment of the business relationship with the client shall be rejected. For the purposes of the client due diligence the Bank may request the client to provide additional documents or proofs.
37. Restrictions apply to the establishment of a relationship with a foreign legal person or a legal person, whose ultimate beneficial owner or a legal representative is a foreign natural person and the legal person has registered one or more of the below activities:
  - pharmaceutical industry
  - sales and brokerage of real estate
  - sales of gold and other precious metals
  - construction industry
  - manufacturers or dealers of arms and other military equipment
  - activities related to petrochemical industry, oil and gas companies
  - mining and mineral-extraction
  - issuance, storage or brokerage of virtual assets or other activities related to virtual assets
  - sales and brokerage of precious goods or high-value estate (e.g. yachts, automobiles, art and antique articles);
  - Money Services Businesses
  - non-governmental and non-profit organisations
  - charities
  - casinos and gambling (bets, internet gambling...).

#### CLIENT DATA UPDATING

38. The Bank should ensure that data of all customers, which hold a business relationship with the bank, are correct and updated. The Bank shall ensure that also data on business relationships are regularly updated. The Bank updates the client's data on the basis of the risk score assigned to the client. Besides, also the client is obliged to inform the Bank about any change of his or her personal data in accordance with the contract and general terms and conditions.
39. Shall the client fail to inform the bank about the change of his or her personal data within the deadline set with the contract, the bank may terminate the business relationship unilaterally.

40. The clients are periodically notified by the Bank to participate in the due diligence and updating of data processed by the Bank. The requirement related to the data updating is applied on the entire business activity of the client.
41. Shall the Bank request the client to update his or her personal data and the client fails to accommodate the Bank's request, restrictive measures are introduced in relation to the client. In case the Bank assesses that the non-cooperation of the client may prevent the Bank to satisfy regulatory requirements, the Bank may terminate the business relationship unilaterally.

#### CORRESPONDENT RELATIONS AND ACCOUNTS WITH BANKS

42. The Bank establishes correspondent relationships<sup>1</sup> in compliance with international standards and guidelines related to international banking. The due diligence of banks which express the intention to establish a correspondent relationship with the Bank is determined on the basis of the risk score of the client-bank and the geographic location where the bank is registered or operates. The Bank may establish a business relationship or a correspondent relationship with another bank only if during the due diligence process the Bank assesses that the counterparty has appropriate measures to mitigate the risks of money laundering and terrorist financing and manages the risks related to restrictive measures.
43. The Bank does not establish business relationships with banks, which:
- are shell banks,
  - allow establishing of business relationships with shell banks,
  - offer anonymous products.
44. The Bank may terminate the business relationship with another bank if assessed that the other bank is not compliant with the set restrictions or if assessed that the other bank does not conduct business in compliance with international money laundering prevention standards, the valid legislation and Intesa Sanpaolo Group and parent bank policies.

#### RESTRICTIONS RELATED TO BUSINESS RELATIONSHIPS

45. The Bank does not establish business relationships with natural or persons from countries, for which the establishment of business relationships is limited or prohibited according to the Intesa Sanpaolo Group policy or other international conventions.
46. The Bank does not establish business relationships with clients present on sanctions or black lists or for which restrictions are implemented according to internal policies from the restrictive measures area and Intesa Sanpaolo Group and parent bank policies. The Bank does not establish business relationships with clients who or which are involved in a business activity recognised as riskier from the money laundering and terrorism

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<sup>1</sup> For the purposes of this policy the term correspondent relationship is used for banks who exchange the RMA with the Bank and for banks who hold a transactional account with the bank (loro banks).

financing perspective or may pose a reputational risk in line with the Bank's and Intesa Sanpaolo Group and parent bank rules.

47. The Bank does not establish business relationships with subject which have registered one or more of the following activities:
- production of weapons, military equipment or arms brokerage or other activities related to the armament sector, as provided in the Intesa Sanpaolo Group Non-Armament Policy;
  - money service business (e.g. agents for fast money transfer...);
  - money exchange;
  - platforms for trading with virtual currencies and individuals or companies who are involved in selling, purchasing or distribution of virtual currencies;
  - individuals and entities acting as payment intermediaries;
  - casinos..
48. Special restrictions related to the establishment of business relationships are introduced also for legal person which have registered one of the following activities: import of crude oil, petroleum products and petrochemical products, processing of waste material.
49. Special restrictions related to the establishment of business relationships apply also to natural persons who express the intention of trading with virtual currencies or foreign exchange on their own behalf or for natural persons who express the intention to transact with cash or expect business transfers from abroad.
50. The Bank does not establish business relationships with persons who intend to disguise their identity or for which it assesses that the provided documentation during the client's identification and due diligence is not authentic. This provision applies on the entire period of duration of the business relationship, which means that the Bank may terminate the business relationship unilaterally at any time when the client provides the Bank with documents, which are assessed by the Bank as not authentic.
51. Restrictions and rules implemented by this Policy are valid for the entire period of validity of the business relationship with the client, meaning that the Bank may unilaterally terminate the relationship contract whenever it assesses the presence of circumstances of increased risk of money laundering, terrorist financing, restrictive measures breaches or other risks, representing a threat to the Bank's reputation or business.

#### GUARANTEES AND DOCUMENTARY BUSINESS AND PAYMENT TRANSACTIONS

52. The Bank executes documentary business and guarantee transactions in compliance with provisions and restrictions, set by the legislation of the Republic of Slovenia and Intesa Sanpaolo Group and parent bank policies.
53. The Bank performs automatic and manual controls of documentary business and guarantee transactions which consist of checking the following information:
- counterparties of the transaction,
  - banks, which participate in the transaction,

- restrictions related to goods or services, subject of the transaction and the control of the TARIC number of the goods,
- presence of dual use goods,
- data on the vessel or on another type or mean of transportation and the country/port,
- compliance of the transaction with restrictive measures, valid legislation and Intesa Sanpaolo Group and parent bank policies,
- documents of the transaction and
- other documentation and data.

54. The Bank shall decline the execution or conclusion of the transaction in the following circumstances:

- the parties of the transaction are not clients of the Bank and the Bank cannot perform the due diligence,
- the transaction is related to dual use goods, for which trading restrictions and prohibitions apply in relation to restrictive measures and internal policies,
- presence of suspicion that the documentation is forged or unauthentic,
- presence of suspicion that the transaction is unauthentic,
- presence of circumstances on the basis of which the Bank suspects that the transaction may represent an increased risk,
- the client declines the provision of additional documentation or information which are required by the Bank in order to perform the due diligence of the transaction,
- the Bank assesses that the transaction presents a violation of restrictive measures and other restrictions introduced by the Bank in compliance with the valid legislation and Intesa Sanpaolo Group and parent bank policies,
- the transaction is related to an increased risk area or country,
- the Bank assesses that it is unable to appropriately address the money laundering and terrorist financing risk present in relation to the client or the transaction,
- assesses that the transaction breaches or could breach the valid restrictive measures.

#### RESTRICTIONS RELATED TO CASH

55. The Bank requires the client to provide proof on the source of cash and a declaration on the source of cash for any cash deposit exceeding 15,000 EUR or equivalent in other currencies. The Bank requires the client to provide proof on the source of cash and a declaration on the source of cash also for amounts lower than 15,000 EUR shall it assess that the transaction may be at issue from the perspective of the legislation related to money laundering and terrorism financing or other legislation or Intesa Sanpaolo Group and parent bank policies.

56. The Bank may reject the execution of the cash transaction if the client fails to provide proofs on the source of cash.

57. The Bank does not execute transactions to walk-in clients, which are not clients of the Bank if:

- the transaction amount exceeds 999 EUR,
- the total amount of transactions of the same type, executed by a same walk-in client, exceeds 999 EUR,
- the transaction is executed in favour of a counterparty from a sanctioned country.

58. The Bank may request a walk-in client to provide a proof of source of funds. The bank may reject the execution of a transaction if:
- the walk-in customer does not accommodate the Bank's request to provide the source of funds,
  - the walk-in customer rejects to provide information on his or her political exposed person status,
  - the Bank assesses the presence of an increased risk of money laundering or terrorist financing in relation to the client or funds.
59. The Bank does not execute transactions for walk-in clients, which are legal person or when the execution of the transaction is requested by the legal representative or authorised person on behalf of the legal person.

#### RESTRICTIVE MEASURES

60. The Bank conducts its business activities in compliance with the valid provisions related to restrictive measures determined by the Republic of Slovenia, the European Union, the United Nations and Intesa Sanpaolo Group and parent bank policies.
61. Any violation of restrictive measures committed by the Bank's client is subject to a unilateral termination of the business relationship.
62. The client is responsible to conduct his/her/its business activity in line with the provisions adopted with the restrictive measures.

#### BUSINESS RELATIONSHIP TERMINATION

63. The Bank may unilaterally terminate a business relationship with a client if it assesses that an increased money laundering or terrorism financing risk is present in relation to the client or the business relationship or if it assesses that the activities carried out by the client with the Bank represent an increased compliance risk or may represent a violation of other measures and regulations or if it assesses that it cannot appropriately address and mitigate the money laundering and terrorist financing risk related to the client or the transaction or the relationship poses a reputational risk for the bank. The Bank may also terminate the business relationship in the following cases:
- In the presence of the suspicion that the client unlawfully obtained or tried to spend the funds by using the services provided by the bank,
  - In presence of the suspicion that the client abused his or her power or was involved in document forging or in any other way acted contrary to the legislation or Bank's rules,
  - The client was reviewed due to suspicious activity by the Bank or other banks member of ISP Group,
  - it cannot perform the client's due diligence,
  - establishes that the risks of ML/TF related to the customer cannot be appropriately mitigated,
  - assesses the presence of negative news which impact the increased ML/TF risk in relation to the client, his/her/its legal representative or authorised person,
  - assesses that the funds which will be subject of the business relationship could derive from acts of crime,

- assesses that the client's behaviour, the purpose and nature of the business relationship could be illegal or non compliant with the expected and announced business activity of the customer,
- assesses that the information provided by the client are untrustworthy and unreliable or in case the client is non prepared to provide information on the expected business activity,
- assesses that the documents provided by the client are untrustworthy and unreliable or falsified,
- assesses that the client's conduct represents a breach of General terms and conditions of the Bank and is not compliant with the information provided at the onboarding,
- the client announces a business activity which is not in line with his or her wealth status,
- the client announces an intensive cash activity or an intensive business activity with high-risk countries or foreign countries with no grounds,
- if the person has an expired personal document or does not hold a valid personal document,
- the client activity is not compliant with his or her wealth status,
- the activity is not compliant with the nature of the business relationship,
- if a legal entity changes various UBO in the past 12 months,
- if the client provides fake or falsified documents

64. The Bank may unilaterally terminate the business relationship with the client if the client does not provide the requested data or documentation, aimed at ensuring the compliance with money laundering and terrorism financing measures or restrictive measures. The business relationship may be terminated also in case the client does not inform the bank about the change of his or her personal data as provided in the contract and in the general terms and conditions. The business relationship may be terminated also when the business conduct of the client represents a violation of general terms and conditions.

This version of the Policy is valid and applied from 1st April 2024 on.