Clifford Chance

Nova Ljubljanska banka d.d., Ljubljana

and

[●]

WITHHOLDING TAX REFUND AGREEMENT

relating to the

Nova Ljubljanska banka d.d., Ljubljana
Undated Non-Cumulative Fixed Rate Additional Tier 1 Notes

Clifford Chance Partnerschaft mit beschränkter Berufshaftung von Rechtsanwälten, Steuerberatern und Solicitors · Sitz: Frankfurt am Main · AG Frankfurt am Main PR 2669

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THIS WITHHOLDING TAX REFUND AGREEMENT (the "**Agreement**") is made on [●] 20[●] between:

(1) **Nova Ljubljanska banka d.d., Ljubljana**, Trg republike 2, SI - 1520 Ljubljana, Republic of Slovenia ("**NLB**" or the "**Issuer**");

(2) [●] acting either as the beneficial owner of the Notes as at the relevant record date for the payment of interest or as a custodian expressly authorised by such beneficial owner to enter into this Agreement (the "**Holder**").

WHEREAS:

(A) NLB has issued securities which qualify as Additional Tier 1 instruments pursuant to Article 52 of the Regulation (EU) No 575/2013 (the "**Notes**").

(B) Interest payments on the Notes are currently subject to Slovenian withholding tax ("**WHT**") at the rate of 25 per cent., and NLB is under no obligation under the Terms and Conditions of the Notes to gross-up any amounts withheld. In order to facilitate the potential recovery of any WHT that may be withheld, NLB offers ultimate beneficial owners of the Notes, which are entitled to such refund, the opportunity to potentially obtain refund of the WHT, subject to the terms and conditions set forth herein. For the avoidance of doubt, entering into this Agreement is entirely voluntary and no Holder shall be under any obligation to do so.

(C) Nothing in this Agreement shall limit, restrict or otherwise prejudice the right of any Holder to pursue the recovery of any portion of Slovenian withholding tax that is not refunded under this Agreement by means of claiming tax credits or other relief in the Holder's respective jurisdiction.

(D) References to capitalised terms not defined in this Agreement are to those terms as defined in the Terms and Conditions of the Notes, as applicable, except where the context requires otherwise. Words importing the plural shall include the singular and vice versa.

NOW THEREFORE, IT IS AGREED as follows:

1. **NLB REFUND**

1.1 *Undertakings of the Holder*

1.1.1 The Holder undertakes to provide NLB, in scanned electronic form, all documents required for claiming a potential refund of WHT in connection with each payment of interest on the Notes, as listed from time to time on NLB's website (https://www.nlbgroup.com/int-en/investor-relations/WHT-refund) (the "**General Refund Documentation**") (to be provided separately each time with respect to a given interest payment), including in particular:

(a) Power of attorney authorising NLB to represent the Holder;

(b) completed application form for refund of tax in accordance with the applicable provisions of Slovenian tax laws available from time to time at NLB's website (https://www.nlbgroup.com/int-en/investor-relations/WHT-refund);

(c) proof of authority to sign statement(s) by the Holder;

(d) certificate of Holder's residency for the tax purposes;

(e) confirmation of payments in the chain of intermediaries confirming beneficial ownership of the Notes as of the relevant record date (e.g. notice of payment received by the Holder from the relevant custodian or depository payment of interest reduced by the WHT);

(f) extract from the relevant register of legal entities relating to the Holder; and

(g) the bank account details of the Holder to where the refund will be made.

The Holder shall further provide NLB with any additional documents or statements if so requested by the Slovenian tax authorities after initial filing of the claim.

1.1.2 All General Refund Documentation shall be completed and submitted electronically via the NLB website (https://www.nlbgroup.com/int-en/investor-relations/WHT-refund). In case the Holder has any questions regarding the WHT refund process or the General Refund Documentation to be completed, they may contact the person named in Clause 3.3 at the email address provided therein. Should the original of any General Refund Documentation or any additional document requested by the tax authorities be required by the tax authorities, such document may be sent to the Issuer at the address specified under Clause 3.3. For the avoidance of doubt, regardless of whether the Issuer receives such document from the Holder, the Issuer shall make the payment under Clause 1.2.1 to the Holder after complete receipt of the General Refund Documentation. The Issuer will then provide such original document (or any additional document) to the tax authorities.

1.1.3 The Holder acknowledges that the General Refund Documentation may change in the future and undertakes to provide any additional documents reasonably required by NLB or the Slovenian tax authorities, including any documents that may be specified or updated from time to time on NLB's website.

1.1.4 All costs and expenses incurred by NLB in connection with the submission of the General Refund Documentation and communication with the Slovenian tax authorities shall be borne by NLB.

1.1.5 The Holder hereby authorises NLB to claim the NLB Refund (as defined in Clause 1.2.1) from the Slovenian tax authorities in the name of the Holder.

1.1.6 If NLB fails to make the NLB Refund payment as soon as reasonably practicable and, in any event, no later than 15 days which are working days in Slovenia ("**Business Days**") after complete receipt of the General Refund Documentation, or publicly confirms that no such refund payment will be made (including, but not limited to, due to a payment prohibition under Clause 1.2.3), the Holder shall be entitled to reclaim the right to apply for the refund of WHT directly from the Slovenian tax authorities. In such case, NLB shall promptly, upon request, provide the Holder with all documentation and assistance reasonably required to enable the Holder to pursue the refund of WHT claim independently.

1.1.7 From the date of this Agreement until the occurrence of either event described in Clause 1.1.6, the Holder shall not submit, directly or indirectly, any separate or parallel request for the refund of WHT to the Slovenian tax authorities in respect of the Notes on the basis of the General Refund Documentation.

1.2 *Reimbursement by NLB*

1.2.1 Provided that the Holder has fully provided to NLB the General Refund Documentation set forth in Clause 1.1.1, and subject to a cancellation of any refund payment pursuant to Clause 1.2.3, NLB shall reimburse the Holder an amount equal to the refund of WHT which NLB reasonably expects to receive from the Slovenian tax authorities by asserting the reimbursement claim based on the applicable rate according to a relevant double tax treaty or based on the general rate applicable to the Holder under Slovenian law (which, for legal entities, amounts to 15 per cent.) on behalf of the Holder on the basis of the General Refund Documentation (the "**NLB Refund**") as soon as reasonably practicable and in any event, no later than 15 Business Days after complete receipt of the General Refund Documentation.

1.2.2 The Holder undertakes to cooperate with NLB and to provide all assistance reasonably required, including but not limited to the provision of documents, information, and, if required, testimony, in the event that NLB needs to take legal action against the Republic of Slovenia to pursue the refund of WHT. Such cooperation shall be provided promptly upon request by NLB. Any reasonable costs incurred by the Holder in connection with such cooperation shall be reimbursed by NLB, unless otherwise agreed.

1.2.3 The obligation of NLB to reimburse the Holder with the NLB Refund is subject to the same conditions, discretion, limitations and restrictions as set out for interest payments under the Notes in the Terms and Conditions, in particular:

(a) NLB may, at its full discretion, at all times cancel, in whole or in part, the NLB Refund payment scheduled to be made under this Agreement for an unlimited period and on a non-cumulative basis.

If NLB makes use of such right, it shall endeavour to give notice to the Holders. Any failure or delay to give any such notice shall not affect the validity of the decision on the cancellation, shall in no event result in an

obligation of NLB to make a cancelled NLB Refund payment at a later date and shall not constitute a default for any purpose.

(b) Without prejudice to such full discretion of the Issuer pursuant to Clause 1.2.3(a), the NLB Refund payment scheduled to be paid shall be cancelled mandatorily and automatically, in whole or in part, if and to the extent that, on the date such refund payment is scheduled to be made, any of the following conditions apply:

(i) NLB is insolvent, or the payment of the relevant amount would result in the insolvency of NLB;

(ii) the amount of such refund payment, together with any further Relevant Distributions, would exceed the Available Distributable Items;

(iii) the Competent Authority orders the relevant refund payment to be cancelled in whole or in part;

(iv) another prohibition or restriction to make a refund payment is imposed by the Applicable Supervisory Regulations or the Competent Authority (or any other relevant supervisory authority).

Prohibitions on the NLB Refund payments pursuant to Clause 1.2.3(b)(iv) include, but are not limited to,

(A) any restrictions of distributions as a result of non-compliance with the combined buffer requirement (howsoever defined in the Applicable Supervisory Regulations) applicable at the time;

(B) any prohibition of distributions in connection with the calculation of the Maximum Distributable Amount; and

(C) the limit resulting from, or any other restriction operating as, any Maximum Distributable Amount in accordance with any legal or regulatory requirements applicable to the Issuer and/or the NLB Group at the time under the Applicable Supervisory Regulations.

If any NLB Refund payment is so mandatorily and automatically cancelled, NLB shall endeavour to give notice to the Holder. Any failure or delay to give any such notice shall not affect the validity of the decision on the cancellation, shall in no event result in an obligation of NLB to make a cancelled refund payment at a later date, and shall not constitute a default for any purpose.

For these purposes, references in the definitions of Available Distributable Items, Maximum Distributable Amount, Relevant Distributions and

Relevant Financial Statements in the Terms and Conditions of the Notes to payments of interest on the Notes shall be read to include any NLB Refund payment hereunder and Interest Payment Date shall be read to mean the date the refund payment is made pursuant to this Agreement.

(c) Any NLB Refund payment cancelled in accordance with Clauses 1.2.3(a) and 1.2.3(b) will be non-cumulative and will be cancelled permanently and no payments will be made nor will any Holder be entitled to receive any payment or indemnity in respect thereof. Any such cancellation of refund will not constitute an event of default of NLB hereunder, under the Notes or otherwise and will not impose any restrictions on NLB. NLB may use such cancelled NLB Refund payments without restrictions to meet its obligations as they fall due.

(d) The obligation of NLB to make any NLB Refund payment shall be suspended, reduced, cancelled or otherwise affected in the same manner as payments under the Notes if and to the extent that:

(i) a Trigger Event has occurred, in which case any NLB Refund payment due but unpaid shall be cancelled mandatorily and automatically in full, and the Holder shall have no claim for such cancelled payment;

(ii) the relevant resolution authority exercises any statutory resolution tool or action (including, but not limited to, bail-in, write-down, conversion or transfer of obligations), in which case any NLB Refund payment may be suspended, reduced, cancelled or otherwise affected in the same manner as payments under the Notes, and the Holder shall have no claim or other right against NLB arising out of any such measure.

(e) If the entry into this Agreement or the compliance by NLB with its obligations hereunder would at any time on or after the Issue Date prevent the Notes from being counted in whole or in part towards the Additional Tier 1 Capital of NLB, as determined by NLB and/or the Competent Authority, then this Agreement shall be terminated with no liability on NLB or claims of the Holder hereunder. In such circumstances, NLB shall notify the Holder of the termination of this Agreement.

(f) The right to reimbursement under Clause 1.2.1 shall rank *pari passu* with the rights to interest under the Notes and is subject to the same ranking priority of payments, no set-off, and no security/guarantee provisions and no enhancement of seniority and the note on the possibility of statutory resolution measures as set out in § 2 of the Terms and Conditions.

(g) The Holder shall have no right to demand (or otherwise accelerate) payment of the NLB Refund due to non-payment of the NLB Refund.

1.3 *Application of Amounts Received*

1.3.1 The Holder and NLB agree that, provided that NLB has complied with its undertaking set forth in Clause 1.2.1, NLB shall be entitled to keep any amount received from the Slovenian tax authorities based on the General Refund Documentation, subject to Clause 1.3.2.

1.3.2 If the amount received by NLB from the Slovenian tax authorities as a refund of WHT in relation to any payment of interest to the Holder exceeds the refund payment made by NLB pursuant to Clause 1.2.1; NLB shall as soon as reasonably practicable transfer the excess amount to the Holder after receipt. This obligation applies notwithstanding any other provisions, in particular Clause 1.2.3.

1.3.3 Should no refund of WHT be paid by the Slovenian tax authorities in relation to a NLB Refund, NLB shall have no right to claim back the amounts already paid to the Holder. NLB shall bear such fallout risk.

2. SPECIAL REFUND

2.1 *Undertakings of the Holder*

2.1.1 If the Holder is resident in the EU/EEA and is unable to claim any or a partial tax credit or other relief in respect of WHT from the tax authorities in its country of residence, subject to receipt of the Special Refund Documentation, NLB can assist the Holder in applying to the Slovenian tax authorities for a potential refund of any part of WHT which the Holder is unable to utilise as tax credit to reduce its tax liability in the jurisdiction in which it is resident for taxation purposes. Given the fact that NLB is the relevant taxpayer, only NLB can request this refund of the WHT, and the Holder will have to rely on the assistance of NLB to receive such WHT refund. The Holder undertakes to provide NLB, in scanned electronic form, all documents required for claiming a potential refund of WHT in connection with each payment of interest on the Notes, as listed from time to time on NLB's website (https://www.nlbgroup.com/int-en/investor-relations/WHT-refund) (the "**Special Refund Documentation**") (to be provided separately each time with respect to a given interest payment), including in particular for this refund process, the following documentation:

(a) Holder's statement confirming compliance with specific tax conditions and inability to reclaim Slovenian tax in country of residence including confirmation on non-tax avoidance;

(b) proof of authority to sign statement(s) by the Holder;

(c) extract from the relevant register of legal entities;

(d) confirmation of payments in the chain of intermediaries confirming beneficial ownership of the Notes as of the relevant record date (e.g. notice of payment received from the relevant custodian or depository payment of interest reduced by the WHT);

(e) certificate of residency for tax purposes;

(f) confirmation that the Holder is liable for corporate income tax in its country of residence; and

(g) the bank account details of the Holder to where the refund will be made.

The Holder shall further provide NLB with any additional documents or statements if so requested by the Slovenian tax authorities after initial filing of the claim.

2.1.2 All Special Refund Documentation shall be completed and submitted electronically via the NLB website (https://www.nlbgroup.com/int-en/investor-relations/WHT-refund). In case the Holder has any questions regarding the WHT refund process or the Special Refund Documentation to be completed, they may contact the person named in Clause 3.3 at the email address provided therein. Should the original of any Special Refund Documentation document or any additional document requested by the tax authorities be required by the tax authorities, such document may be sent to the Issuer at the address specified under Clause 3.3. The Issuer will then provide such original document to the tax authorities.

2.1.3 The Holder acknowledges that the Special Refund Documentation may change in the future and undertakes to provide any additional documents reasonably required by NLB or the Slovenian tax authorities, including any documents that may be specified or updated from time to time on NLB's website.

2.1.4 All costs and expenses incurred by NLB in connection with the submission of the Special Refund Documentation and communication with the Slovenian tax authorities shall be borne by NLB.

2.1.5 The Holder hereby authorises NLB to claim reimbursement from the Slovenian tax authorities in the name of the Holder.

2.2 *Reimbursement by NLB*

2.2.1 Should the Holder provide NLB with the Special Refund Documentation, it may be assisted by NLB to claim a potential refund of the difference between the amount of WHT actually withheld by the Issuer and the amount which would be withheld if such lower tax rate would be applied to the Holder by the Slovenian tax authorities, less the amount of any NLB Refund the Holder may already have received.

2.2.2 NLB shall transfer any amount received from the Slovenian tax authorities as refund of WHT in relation to a payment of interest to the relevant Holder as soon as reasonably practicable after receipt of such amount, less the amount of any NLB Refund the Holder may already have received.

3. GENERAL PROVISIONS

3.1 The Holder acknowledges that NLB's obligation to reimburse the Holder pursuant to this Agreement is subject to the laws and regulations applicable to the Notes (if relevant to

this Agreement) and to any changes in applicable Slovenian tax law, regulatory law or administrative practice.

3.2 This Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany, save for Clauses 1.2.3(e) and 1.2.3(f) which shall be governed by, and shall be construed exclusively in accordance with, Slovenian law.

3.3 Notices from the Holder to NLB under this Agreement shall be made to:

Address:
Nova Ljubljanska banka d.d., Ljubljana
Šmartinska 130
SI-1000 Ljubljana
Slovenia
Attention: Ms. Nina Paternus, Ms. Sabina Mlinar, Mr. Mladen Bundalo
Email: wht-issuance@nlb.si

Notices from NLB to the Holder under this Agreement shall be made to:

[●]

3.4 Subject to the below, this Agreement shall remain in force for so long as the Holder continues to hold any Notes. It shall automatically terminate with respect to any future interest payments if, as at the relevant record date for such interest payment, the Holder no longer holds the Notes.

The Holder shall have the right to terminate this Agreement and revoke any authorisations granted hereunder at any time upon written notice, including (without limitation) if NLB fails to fulfil its obligations under this Agreement, notwithstanding the provisions of Clause 1.1.7, Clause 1.2.2 and the preceding paragraph, which shall survive any termination.

For the avoidance of doubt, the termination of this Agreement in accordance with this Clause 3.4 shall not affect any rights or obligations of NLB and the Holder under Clause 1.1.7, Clause 1.2.2, Clause 1.3 and Clause 2.2 in respect of any claims for WHT refund made by NLB on behalf of the Holder hereunder prior to such termination.

3.5 Exclusive court of venue for any legal action or proceedings arising out of or in connection with this Agreement is Frankfurt am Main, Federal Republic of Germany.

3.6 Should any of the provisions contained in this Agreement be or become invalid or unenforceable, the validity or the enforceability of the remaining provisions will not in any way be affected or impaired thereby. In this case the invalid provision will be replaced by a provision which, to the extent legally possible, provides for an interpretation in keeping with the meaning and the economic purposes of this Agreement at the time of the issue of the Notes. Under circumstances in which this Agreement proves to be incomplete, a supplementary interpretation in accordance with the meaning and the purposes of this Agreement under due consideration of the legitimate interest of the parties involved will be applied.

3.7 Any provision of this Agreement, including this Clause, may be amended or supplemented only if NLB and the Holder so agree in writing.

Signature Page to the Withholding Tax Refund Agreement

Nova Ljubljanska banka d.d., Ljubljana

_____	_____
Name:	Name:
Title:	Title:

Signature Page to the Withholding Tax Refund Agreement

[●]

_____	_____
Name:	Name:
Title:	Title: