

## **GENERAL TERMS AND CONDITIONS OF OPERATIONS OF MOBI BANKA AD FOR INDIVIDUAL CUSTOMERS**

### **I. GENERAL PROVISIONS**

These "General Terms and Conditions of Operations" - (hereinafter: General Terms and Conditions) define all standard operating rules of Mobi Banka ad (hereinafter: the Bank) that are applied to all business relations between the Bank and the Clients of the Bank – individuals.

General Terms and Conditions relates to: Establishing and amending of business relationship, rights, obligations and responsibilities of the Bank and the Customer, communication between the Bank and Customer, payment services, deposits, credit products, payment cards, prices of banking services, activities of foreign exchange and money markets, banking secret, cession of claims, protection of personal data, customer complaints, cease of business relationship, merit rights and jurisdiction etc.

The Bank's Client is any private individual who uses or has used financial services or has contacted the Bank with the aim to use these services and who uses Bank's services for purposes that are not intended for their business or other commercial activities.

Inherent part of the General Terms and Conditions is the Catalogue and Tariff for products and services of Mobi Banka for individuals.

The application of the terms and conditions defined by these General Terms, application of the law, other regulations and acts of the Bank is provided by written contract concluded between the Client and The Bank (hereinafter: the Contract).

Unless the Contract precisely states the additional conditions, i.e. the Bank's obligations and responsibilities, the Bank does not undertake the obligations and responsibilities apart from those obligations and responsibilities regulated by these General Terms and Conditions, Bank's internal acts and applicable legal regulations of the Republic of Serbia.

The Bank duty is to publish copy of these General Terms and Conditions in Serbian or/and English language, at least 15 days before it application in it's branch and other offices in which offers services and on its webpage the in order to enable the Client to get to know the terms and conditions of the operating of the Bank. In case of conflict of the Serbian and the English version of the text of these General Terms and Conditions, the applicable version is the Serbian one. The Bank will provide Customer explanations and instructions that relate to application of these General Terms and Conditions in relation to specific financial service and will provide him a copy in paper or in durable medium, if requested.

## **II. BANK'S TERMS AND CONDITIONS FOR BANKING OPERATIONS**

The Bank concludes with the Client:

1. Contract on financial services – mandatory content of this contract is provided by the legislation that regulates protection of financial service consumers,
2. Contract on payment services – concluded as framework contract or as single payment transaction contract, which content is provided by the legislation that regulates payment services,
3. Any other contract on cooperation between the Bank and customer, in accordance with obligatory regulation and other legislation, and which confirms will of customer and the Bank.

The Bank offers product to customers in its branch and through shops of its partners and through online distribution channels which consists of Mobile Application and Internet Application (hereinafter: Application) as well as on other manner in accordance with the decision of the Bank.

The Bank will not open or handle anonymous and numerical (coded) accounts and savings books, nor accounts and savings books with fictive name, bearer savings books). The Bank will not realize any business collaboration with the Client, will not make transactions on Client's request and will abort the pre-established business collaboration if they cannot determine i.e. gather the data about the Client and the transactions the Client is requesting. The Bank does not provide any services that directly or indirectly enable to hide the client's identity.

The business relation between the Bank and the Client is based on a mutual interest and principles of banking business.

The Bank charges the Client the interests, commissions, fees and tariffs according to the Contract and these General Terms and Conditions.

The interest that the Bank charges the Client can be fixed or variable and if it is variable – elements whose change affect the change of interest rate, periods in which the Bank will change it, method of change and reasons for change, are defined by the Contract between the Bank and the Client. The bank will, in premises where offers its services and on its Webpage, on a daily basis provide information on variable part of interest rate (referent interest rate, currency exchange etc.).

For calculating the interest that the Bank charges the Client, the Bank applies the conformal calculation method or proportional method, where method for calculation of interest is defined by the Contract between the Bank and the Client.

To the Client who deposits his financial resources in the Bank, the Bank pays an interest according to provisions established by individual Contract and this General Terms and Conditions.

In case that the Bank is operating the business in foreign currency, i.e. if dealing with RSD indexed in foreign currency, on calculating, the Bank applies the exchange rate according to the Contract.

When there are certain collaterals for the Bank's claims regulated by the Contract, the expense of their establishing and activation is carried out by the Client.

The Client is obliged to provide the Bank, during his business relation with the Bank on any basis and according to the Contract or on written request of the Bank, within the time limit determined by the Contract or a sent letter with the additional data and documents of importance to or that affect that relation. The customer is obliged to inform the Bank about all the changes of the data that identifies him as the Client of the Bank, and that are in the Bank's record, immediately after their change, i.e. within the time limit set by the Contract, acts of the Bank or applicable regulations.

The Bank has the right to terminate existing business/contract relation with the Client unilaterally if the Client fails to provide needed data and documents within agreed/set time limit and if fails to inform the Bank about the changes of the data that identify him as well as in other cases prescribed by the Contract or by these General Terms and Conditions.

### **Know Your Customer**

The Bank has free will to decide on establishing business relationship with the Client.

The Bank has the right to refuse establishing the business relationship with the Client if estimates as unacceptable for the Bank, according to the valid legal and other regulations and/or their internal acts that define Client's acceptability, and without any obligation to justify such decision. If during business relations the Customer become unacceptable, the Bank has the right to cease business relationship, without explanation.

The Client has the right to obtain from the Bank, in written form or on other permanent data file, without fees, information, data and instructions about the business relation with the Bank, in the manner and within terms determined by the Contract.

The Bank is obliged to obtain relevant explanations and instructions relating to application of this General Terms and Conditions, in relation to specific service as well as to, on his demand, in written or in other durable medium, deliver that conditions immediately.

The Client has the right to demand from the Bank to see certain data, as well as the copy of the data of the business relation with the Bank, according to the regulations of the Act on the Protection of Personal Data.

### **Client's Identification**

With the aim of carrying out the legislation that regulate the prevention of money laundering and financing the terrorism, of personal protection and protection of their clients, and of efficient evaluation of clients' needs, the Bank applies the procedures that enable the identification of clients.

The Client is obliged to, according to the regulations and internal procedures of the Bank provide the certain documents:

- on opening an account or realizing any other form of business collaboration,
- on every transaction (cash or cashless) or on more interconnected transactions of the amount determined by the relevant applicable legal regulations,
- on every transaction in exchange operations of the amount determined by the relevant applicable legal regulations,
- on any other transaction (cash or cashless), regardless of its value, if the Bank requires it, based on the applicable legal regulations from the field of prevention of money laundering and financing the terrorism,
- When granting loan.

The Bank publishes all the necessary documentation that the Client is obliged to provide on its Website, and they also provide the list of documentation necessary for opening a certain type of account, available for clients. List of documentation contains the type of submitted documents (original, copy, etc.), as well as the document maturity, way of verification and other significant elements the Client is obligated to follow in course of submitting of documentation.

Additionally, the Bank keeps the right to require additional documentation and data as a condition to establish business relationship and / or perform transaction that are not determined with the List of documentation, if deems it necessary, and in accordance with positive legislation from the area of Money Laundering and Terrorism financing.

The Bank can also require from the Client:

- to state the reasons for opening the account or establishing business collaboration and information on Client's activities;
- information about the subject of the contract and the contractual parties, if the performed transaction is based on the concluded contracts;
- the information on the origin of money or possessions that are the subject of the transaction;
- the information on the expected account turnover;
- other data, considered necessary, in terms of dealing in accordance with the Law on the prevention of money laundering and with internal acts.

The Bank keeps the right to refuse business cooperation with the Customer in case that submitted documentation is not in accordance with request of the Bank.

### **III COMMUNICATION BETWEEN THE BANK AND CUSTOMER**

The communication between the Bank and the Client implies the exchange of data, information, opinions and acts that are important for the business collaboration of the Bank and the Client.

Communication between the Bank and the Client can be carried out through information and advertising material available at the Bank's counter desks, Bank's internet presentation, telephone, mail, i.e. communication can be done in the written form,

electronic form, as well as through direct oral communication in the Bank's business premises or through Bank's Contact Centre.

Only communication in written form or on other permanent data file is valid for formal-legal and material relationship between the Bank and the Client.

Written communication between the Bank and the Client is done according to the postal and/or electronic address that the Client has given to the Bank.

If the Client does not inform the Bank timely about the change of his address of residence as well as about any other data that can affect regular notifications of the Bank, all the notifications will be considered properly delivered if sent to the last known address and the obligation that the notification implies will be considered fulfilled:

- a. on the day the written material – shipment is left with the registered mail office,
- b. on the day of email sending,
- c. on the day of delivery by any other means that the Bank chooses.

ID's and notifications that the Client provides the Bank with, and that are in a foreign language, are to be submitted on Bank's request in a certified translation to Serbian language.

ID's, notifications and orders that the Client submits to the Bank have to be clear, complete and unambiguous, filled-in/written clearly, as well as the modifications and amendments of general requests.

The Bank has the right to use the data that the Client has provided the Bank with, during the conclusion of the Contract or signing the request for some of the Bank's services (address, telephone number, fax number, e-mail address and other data for contacting the Client), for delivering notifications to the Client, about products, services and other activities in the form of messages, brochures, presentations and other means of business communication.

In order for the communication between the client and the bank to be conducted efficiently and in a timely manner, the Client is obliged to provide the bank with the phone number in his possession, as well as the e-mail address he has access to. In case of change of one of the mentioned means of communication, he is obliged to inform the bank as soon as possible of the changed number of the phone / e-mail address.

The Bank is entitled, in the event that one of the above means of communication is not valid, block the client's account or payment instrument related to the account, as well as the use of certain Bank services, until the delivery of the correct data on the means of communication.

Communication between the client and the Bank will be done with mutual respect, respect and without using offensive words. Failure to comply with the foregoing may constitute grounds for termination of a contractual relationship or initiation of proceedings before the competent authorities, if such conditions are met.

#### **IV GENERAL TERMS AND CONDITIONS OF PROVIDING FINACIAL SERVICES**

## **Advertising**

Advertising implies advertising in terms of the law which regulates advertising – advertising in media, in the Bank’s premises (brochures, advertising leaflets, etc.), i.e. on the website.

When advertising deposit and credit services in which advertising message contains interest rate or any numerical information that refers to price or income, the Bank shall clearly and precisely, on the representative sample, state all necessary elements prescribed by the Law on the Protection of financial service consumers and other legislation.

The Bank will provide the Client with information and appropriate explanation about conditions that refer to contracts on providing banking services in a manner that will not mislead him at any moment, and that will enable him to compare offers of different providers of same services and to estimate whether concrete contract meets his needs and financial situation.

If it is obligatory for the conclusion of the contract on the loan, the contract on the allowed overdraft, the contract on the issuance and use of the credit card and the conclusion of the contract on side services, and the price of the side service can not be determined in advance - the bank will show clearly, concisely visible way, together with the presentation of the effective interest rate

## **Offer**

The Bank shall provide the user with information and appropriate explanations on the terms and conditions related to the deposit agreement, the loan, the agreement on the allowed overdraft, or the contract on the issuance and use of the credit card for which he showed interest in the form – the Offer that is prescribed by the National Bank of Serbia.

The Bank is obliged to submit to the Client who intends to conclude a Contract from the offer of the Bank, at his request, to submit the draft of this Contract with all the information that is stipulated as obligatory elements of that contract in accordance with the law, which makes the Bank's offer. If the Client does not accept the offer within the time specified in the offer for the particular service, it shall be deemed that he has given up the offer.

## **Documentation and Data Significant for the Evaluation of the Client’s Creditworthiness**

With the aim of correct evaluation of the Client’s creditworthiness, realizing successful long-term business collaboration and clearly estimating Client’s needs, it is in the Client’s interest to provide the Bank, when initially applying for the facility as well as during the whole period of the facility usage, with the minimum data and documentation required by the Bank in accordance with the applicable legal regulations. The Bank publishes the list of documentation needed for the evaluation of the Client’s creditworthiness on their Internet presentation, for every type of credit offered by the Bank.

The report that the Bank provides from the Credit Bureau of the Association of Serbian Banks is obtained with the Client's written approval. If contractual parties agree to increase credit indebtedness of the Client, the Bank will re-evaluate creditworthiness of the Client. During contractual obligation, the Bank has the right to obtain new Reports from the Credit Bureau for the Client, without his subsequent approval.

Depending on a specific case, the Bank is authorized to require additional data and documentation.

If the loan request is rejected based on the insight into the database of the Credit Bureau of the Association of Serbian Banks – the Bank will inform the Client in the written form, without the fee, about the information from that data base.

## **Contracting**

The bank may conclude a contract with the client in writing or on a durable medium.

In case of conclusion of the contract in writing, the Client confirms that he accepts the Bank's scanned stamp and the signature of the person authorized to sign Contract, as well as the qualified electronic signature of the same persons, who have the probative force and legal effect of the personal signature and the original stamp. The Client accepts that this signed and sealed Agreement by the Bank has full legal validity and will not emphasize this as a reason for the annulment of the Contract.

The client is aware that a contract with the Bank, as well as an annex to that contract, depending on the offer of the Bank, can be concluded on a durable medium.

The client is aware that the contracts and annexes that he / she concludes with the Bank through a durable medium are valid or produce a legal effect for the contracting parties, as well as contracts concluded in writing.

Customer is familiar that:

- a) Durable medium is any instrument which enables the consumer to store information referring to him, to access this information and to reproduce it in unchanged form for a period of time adequate for the purposes of information storage,
- b) In accordance with the Article No. 7 of the Law on the Protection of Financial Service Consumers prescribed that contract on financial service may be concluded in written form or on durable medium,
- c) In accordance with the Article No. 69 of the Law on Contracts and Torts prescribes contractual parties may agree that special form may be condition of validity of the contract – contracted form.
- d) That contracting by durable medium may be performed by using following means or ways of electronic communication:
  - By entering One Time Password (OTP), generated by the Bank and sent to customer on registered mobile phone number via SMS message,
  - By entering One Time Password (OTP), generated by the Customer, by using mobile application which supports generating mobile token,
  - By qualified electronic signature,
  - By entering password which customer use to access electronic banking,
  - By special device which is used for such occasion (signature pad),

- By ATM with the use of payment card issued by the Bank, with entered PIN,
  - By biometrical data,
  - Other modern device and/or way of electronic identification, related to technical conditions of the Bank.
- e) That the Bank will, according to its business decision, prescribe using of one or more offered means i.e. ways of electronic identification, in relation to the nature of contract that is concluded, and about that will inform me as customer via General Terms and Conditions or on any other appropriate way.
- f) That the bank is not obliged to change decided mean or way of electronic identification, stated in Point d) of this Consent, in case that it is not prescribed by business processes of the Bank.
- g) That each of contractual parties will get copy of contract (annex) on durable medium as well as that the bank will subsequently, upon customers' request, will submit copy of contract (annex), without delay.

### **Informing customers during contractual relationship**

The Bank shall inform the Client in a timely manner about the change of data which are not mandatory elements of the contract in a timely manner.

In case of amending or supplementing any of the mandatory elements of the contract, the Bank will obtain the Client's consent before applying this change in the manner provided by the Contract. If the Client does not agree with this change, the Bank will not unilaterally change the terms of the contract, nor will the contract be terminated unilaterally or canceled.

The Bank will on change of the variable nominal interest rate, if this type of interest rate is contracted, as well as to change the variable elements that affect the amount of other monetary liabilities – inform the Client in writing or on another durable medium, or periodically in accordance with the contract and in this notice will indicate the date from which the changed rate is applied.

If the amount of the fixed interest rate or the fixed element of the variable interest rate, i.e. the amount of fees and other costs are changed for the benefit of the client, the Bank will apply these changes immediately and without prior consent of the client. The Bank shall promptly notify the client in written form or on another durable medium indicating the date from which these changes will be applied.

With notice, the Bank shall, in the case of a written loan agreement or another durable medium, submit to the Client and an amended loan repayment plan.

### **Notification on debt**

In accordance with the provisions of the Law on Protection of Financial Service Consumers, the Bank shall, in a contractual manner of notification, provide the Clients with a notice on the state of the debt under a loan agreement, a credit card and an overdraft.

### **Right on withdrawal**

The consumer shall have the right to withdraw from a credit agreement, agreement on authorized overdraft facility, agreement on issuing and use of a credit card, leasing



agreement and financial arrangement – within 14 days from the date of conclusion of such agreement, without giving any reason for withdrawal.

The Customer is obliged to inform the Bank about its intention to withdraw, before deadline of 14 days from the conclusion of contract, on the manner that confirm receipt of this notification, and the day of receipt will be considered as a day of withdrawal.

The client who withdraw from contracts is obliged to return the principal and the interest from the basic transaction to the Bank immediately and at the latest within 30 days from the date of sending the withdrawal, during the use of the loan.

In the case of related contracts, if the user exercises his / her right to withdraw from the contract on the purchase of goods or the provision of services in accordance with the law regulating consumer protection - he is not bound by the related loan contract.

In the case referred to in the preceding paragraph, the seller shall notify the Bank of the withdrawal from the contract on the purchase of goods or the provision of the service within eight days, and the Bank shall repay the loan amount, with the interest paid by the user until the moment of withdrawal from that contract, to the user without delay, and at the latest within 30 days from the date of notification of the withdrawal.

If the contract for the purchase of goods or service is concluded and the loan on the basis of the related loan contract is not approved, the contract on the purchase of goods or the provision of the service is terminated, unless the person to whom the loan is not approved decides to remain in force.

## **V GENERAL TERMS AND CONDITIONS OF PROVIDING PAYMENT SERVICES**

The provisions of this part of the General Terms and Conditions define the conditions and method of providing Payment Services, in accordance with legislation regulating to the payment services.

The Bank provide following Payment Services:

- 1) Services required for opening, maintaining and closing the account;
- 2) services enabling cash to be placed on a payment account and cash withdrawals from a payment account,
- 3) fund transfers from and/or to a payment account, in one of the following ways:
  - (1) credit transfers,
  - (2) direct debits, including one-off direct debits,
  - (3) using a payment card or similar means;
- 4) Execution of payment transactions where funds are covered by a credit line for a payment service user, in one of the following ways:
  - (1) credit transfers,
  - (2) direct debits, including one-off direct debits,
  - (3) using a payment card or similar means.
- 5) issuing and/or acquiring of payment instruments where the payment service provider enables to the payee the execution of payment transactions initiated by the payer by using a specific payment instrument;

- 6) money remittance services where a payment service provider receives funds from a payer, without any payment accounts being opened in the name of the payer or the payee, for the sole purpose of making these funds available to a payee or of transferring these funds to the payee's payment service provider, which makes such funds available to the payee

#### Meaning of terms in accordance with the Law on Payment Services:

- Customer is payer, i.e. a natural person that issues a payment order from its payment account or gives consent to execute a payment transaction based on the payment order issued by a payee,
- The Bank is Customer's (payer's) provider of Payment Services
- The recipient of payment is a natural or legal person who is designated as a recipient of monetary assets that are the subject of a payment transaction,
- payment transaction means an act, initiated by the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee,
- payment order means any instruction by a payer or payee to its payment service provider requesting the execution of a payment transaction,
- payment instrument means any personalized device and/or a set of procedures agreed between the payment service user and the payment service provider and used by the payment service user in order to issue a payment order (i.e. payment card, PIN, Bar code, QR code, username and password when using Application etc),
- Payment account means an account held in the name of one or more payment service users which is used for the execution of payment transactions,
- Unique identifier means a combination of letters, numbers and/or symbols specified to the payment service user by the payment service provider to be used in a payment transaction to identify unambiguously the respective payment service user and/or its payment account. Unique identifier represents customer's account number, used for providing payment services,
- IPS NBS is payment system for transfer of funds in dinars between participants in this system, with the aim of immediate and almost instantaneous execution of payment transactions initiated by payment service users of these participants, whose operator is the National Bank of Serbia,
- Business day is the day, or part of the day on which the Bank operates in order to enable the execution of the payment transaction to its payment service user;
- Direct debit is a payment service in which the payee initiates a payment transaction based on the payer's payment for the payment of the payer's payment account. The payer may give this consent to the payee, his payment service provider or the payment service provider of the payee,
- standing order means an instruction given by the payer to the payment service provider which holds the payer's payment account to execute credit transfers at regular intervals or on predetermined dates,
- legally resident in the Republic of Serbia means a natural person's residence in the Republic of Serbia in accordance with the regulations governing permanent and temporary residence of nationals, and/or residence of foreign nationals in accordance with the law on foreigners, including a foreign national residing in the

- Republic of Serbia in accordance with the laws governing asylum and refugees or based on the international treaty,
- Passive interest rate means the rate at which interest is paid to the payment service user for cash held in a payment account,
  - A payment instrument based on a payment card is any payment instrument, including a payment card, a computer, a mobile phone, or any other technical means comprising a payment application, which enables the payer to initiate a payment transaction based on a payment card,
  - A payment transaction based on a payment card is a payment transaction initiated and executed on the basis of the use of a payment card through a card, telecommunication, digital or information technology device or software, in accordance with the business rules of card payment systems and the use of the infrastructure of those systems. does not consider transfer of approval or direct debit within the meaning of the law governing payment services,
  - Overdraft is the contracted amount of funds the Bank makes available to the Client,
  - An unauthorized account overdraft is the amount of funds used by the account beneficiary beyond the contractual relationship with the Bank,
  - The list of representative services is a list of the Bank's services related to the payment account for which the Client pays the fee,
  - An overview of services and fees associated with a payment account is a document that contains a list of services from the list of representative services that the Bank has on offer and data on the individual fee for each such service,
  - Report on charges collected is a report on all fees charged for services related to the payment account.

### **Terms on which the Bank open and maintain customer's accounts**

The Bank shall open a multicurrency account to the Client - resident and non-resident on the basis of his request and the Framework Agreement, or the contract governing the opening and keeping of the account concluded by the Bank with the Client and the General Terms and Conditions of Operation, as well as on the basis of the necessary documentation prescribed by the applicable regulations and internal rules of the Bank.

When opening an account, the Client who has legal residence in the Republic of Serbia is forbidden any discrimination, direct or indirect, on any basis, and in particular based on race, gender, genetic features, nationality, social origin, birth, religion, political or other belief, property, place of residence, culture, language, age, sexual orientation or disability.

Prior to the conclusion of the Framework Agreement on Payment Services, the Bank shall provide the Client with a Review of Services and Fees connected with the payment account, free of charge - on paper or on a durable medium. The Bank ensures that the overview of products and fees is easily accessible at the point of sale at the premises of the Bank and on the Bank's website. The Bank shall, at the request of the client, provide this overview, on paper at the branch office or the point of sale of the Bank or other durable medium electronically.

The Bank opens and maintains current and deposit accounts in RSD and in foreign currency (a vista, non-termed, termed, special-purpose or without special-purpose), and every account is assigned a unique number at the moment of opening.

The Client submits Request for account opening application and provides the Bank with all the necessary documentation, determined by the applicable legal regulations and internal rules of the Bank.

The Client, through the Bank's Applications or in special cases in written form, submits a request for granting authorization to another person and / or persons for disposing of funds from the account. The authorization will be activated only after the person duly authorized is properly identified in accordance with the appropriate procedures of the Bank.

The Client makes a request for the cancellation or change of the authorized person through the Bank's Applications or in special cases personally at the Bank's point of sale, in the aforementioned manner.

Except as stated above, the Bank shall only allow the third party to manage the account solely on the basis of a final and enforceable decision of the competent court or other authority or a binding and binding decision of the competent authority in accordance with the relevant regulations.

The Bank shall, once a month, without charge, provide the Client with a notice - the statement of turnover and balance on the Account in a durable medium of data, in the current month for changes made in the previous month. In addition to regular monthly delivery of the Statement, at the Client's request, immediately, the Bank will provide the Client with an archive copy on a durable medium. The Bank will make all fees related to the opening, keeping and closing of accounts in accordance with the Tariff, which is an integral part of the General Terms and Conditions.

The Client is obliged to take into account the Accounts Statement he received from the Bank to review them and, if he considers that there is disagreement or that there are contested debts or receivables, inform the Bank without delay. Otherwise, it shall be deemed that the Client agrees with the Statement. The bank is obliged to examine any discrepancies or disputes of the debts or claims on the account which the Client indicates and provide relevant information and, depending on them, perform the necessary adjustments and corrections in the account.

The bank may, in the manner defined by the Agreement, provide the client with notifications on the status of accounts, changes in the account, use and status of the payment instrument, and more.

The Bank shall, once a year, submit to the Client, through a contracted communication channel, a Remuneration Report containing information on all collected charges for services related to the payment account provided by the Bank during the calendar year. The Remuneration Report also contains data on all interest charged by the Bank to the Client, as well as all interest paid by the Bank to the Client.

In the interests of the Client, in order to reduce the risk of unauthorized usage of the Account and in case the Client did not initiate financial changes on the Account in a continuous period which cannot be shorter than 12 (twelve) months, the Bank is entitled to block the Client's Account for debiting in accordance with the internal acts of the Bank.

Debit blockade does not apply to payments made on the basis of the Authorized direct debit authorization by creditors, executive decisions of the competent state authorities and possible debts towards the Bank. After the Bank blocks the Client's Account, it has the right to unilaterally terminate the contract on opening and managing the account and close Client's account.

The Bank has the right to block, extinguish or limit the use of any payment instrument linked to the account or accounts of the client, as notified by the client, if such notice is not prohibited by applicable regulations. Upon termination of the reason for blocking, the Bank will activate the account i.e. activation or reissue of the payment instrument.

### **Change of Payment Account**

A change of the payment account is a service allowing the Client to transfer a payment account to another payment service provider, based on the authorization, with or without closing the payment account opened with the previous payment service provider;

The change of the payment account is performed exclusively on the basis of the authorization of the Client, with or without closing the payment account opened with the previous bank. The authorization shall be made in writing, in a Serbian or other language agreed by the parties, and immediately upon receipt of such authorization, the Bank shall provide the Client with his copy as evidence of the receipt of the authorization.

By authorization, the Client may determine standing orders, direct debit consent, acceptance transfers, as well as other payment services whose execution is transferred to a new payment account, if the Bank provides those services.

By authorization, the Client determines the date of commencement of the execution of standing orders and direct debit from the new payment account, whereby this period cannot be shorter than six business days from the day the Bank received the documentation from the previous bank.

The Bank shall, within two business days from the date of receipt of the authority for changing the payment account, submit a request to the previous payment service provider to carry out, in accordance with this authorization, the following actions:

1. Submit to the Bank, as well as to the payment service user, if he explicitly requested, a list of existing standing orders and available information on direct debit agreements, the execution of which the payment service user has requested to be transferred to a new payment account - within five business days from the date of receipt of this request;
2. Submit to the Bank, as well as to the payment service user, if he explicitly requested, available information on multiple receipts of transfer approvals and direct debits where the consent is given to the payee or the payment service provider of the payee, which are made on the payment account of the payee service in the previous thirteen months - within five business days from the date of receipt of this request;
3. Refuses to execute a payment transaction on the basis of receiving transfers of authorizations and direct debits starting from the day determined in the

authorization and the reasons for the refusal to notify the payer and the payee if there is no system established for their automatic re-directing to a new payment account;

4. Suspend the execution of standing orders starting from the date specified in the authorization;
5. Transfer all funds from the previous payment account (available positive balance) to a new payment account on the day determined in the authorization;
6. Terminate the payment account on the day specified in the authorization.

The Bank shall, within five business days from the day of receiving requested information, and in accordance with the authority and all received information, conduct following actions:

1. Activate standing orders client stated in the authority and executes them starting with a date stated in the Authorization;
2. Provides conditions for direct debit execution requested by the payment service user in the Authorization, starting from the date determined in the Authorization;
3. Informs payment service user on other rights regarding the direct debit executions which are contracted (e.g. right to reduce the amount of direct debit, to agree with every individual direct debit, to block direct debit);
4. Informs payers, who initiate execution of multiple transfer orders stated in the Authorization, on new payment account and delivers them copy of the Authorization;
5. Informs payment beneficiaries who initiate payment transaction for direct debit of the payment account of the payment services user, which are stated in the Authorization, on new payment account and starting date of execution direct debits from that account, whereby new payment service provider with the notification submits a copy of the Authorization.

When transferring the Client's Bank account to a new payment service provider, the Bank will act in accordance with the submitted Authorization and the procedure described in this paragraph as the previous payment service provider.

Reasons for rejecting the request for the transfer of the payment account may be a negative balance on the Client's accounts, the existence of reserved and matured liabilities in the accounts, liabilities towards the Bank from credit products or other basis.

The Bank shall, without delay, reimburse the damage caused to the Client during the change of the payment account, due to failure to comply with this article.

The Bank shall not be liable for the damage referred to in the preceding paragraph in case of force majeure caused by the change in the payment account which has affected the fulfillment of the obligation established by the Law on Payment Services.

### **Payment account with basic features**

The Bank enables the Client to open and use a payment account with basic features.

Payment account with basic features is a payment account used for performing payment transactions in dinars.

The basic services related to the payment account referred to in the preceding paragraph shall include:

1. services necessary for the opening, keeping and closing of that account;
2. services that enable cash payment to a payment account;
3. services that enable cash payment withdrawals from the payment account at counters or at ATMs and other similar devices;
4. services for the execution of payment transactions, i.e. transfer of funds from the payment account, or to a payment account, as follows:
  - direct debit,
  - using a payment card, including payments via the Internet,
  - Credit transfers including a standing order, to the appropriate devices, bank counters and the use of the Internet.

At the Client's request, the Bank will open a payment account with basic features, or it will reject the request without delay, and at the latest within ten business days from the date of receipt of a regular request.

A bank may refuse to open a payment account with basic services if the Client with another bank has opened a payment account which enables him to use those features, unless the client makes a statement in writing and sends a notice to the other bank that the payment account will be extinguished.

In the event referred to in the preceding paragraph, the Bank shall first check whether the Client has opened a payment account with another bank or obtain a written statement from the Client on whether a Client has opened an account with the other bank that allows him to use those features.

In the event of a refusal to open a payment account with basic features, the Bank shall, immediately, in writing and free of charge, provide the Client with a notice of refusal and the reasons for the refusal, unless the notification is prohibited by the regulation.

The Bank may unilaterally terminate a framework agreement on a payment account with basic features if at least one of the following conditions is met:

1. The client deliberately used a payment account for unlawful purposes;
2. No payment transaction has been made on the payment account for more than 24 consecutive months;
3. The client has obtained the right to a payment account with basic services on the basis of incorrect information;
4. The client subsequently opened a second payment account which allows him to use the services referred to in paragraph 3 of this item;
5. Client no longer has legal residence in the Republic of Serbia.

If the framework agreement on the payment account with basic features is terminated due to the fulfillment of one or more of the conditions referred to in the previous paragraph, the Bank shall, without any charge, in writing, on paper or on another durable medium, provide notice of the reasons for that termination, at the latest two months prior to the entry into force of such termination, unless such notification is prohibited by regulation.

## **Payment transactions**

The bank receives transfer orders, cash in payment orders and cash out payment orders. The duly completed order is delivered by the Client to the Bank in paper form in a branch (cash and non-cash) or electronically (non-cash).

The Bank receives payment orders through its distribution channels, in accordance with the contract on opening and managing the current account and other special agreements and the provisions of the General Terms and Conditions of Business.

The Bank performs payment services in a quality and efficient manner in accordance with the Contract, these General Terms, Law and other regulations and internal acts of the Bank, operates promptly and in good faith, in accordance with the general banking standards, helps the Client to perform payment transactions in a satisfactory manner and acts in the best interest of the Client, respecting the principle of secrecy of the account in accordance with legal regulations.

The payment transaction is determined by a payment order. Client's orders to the Bank must be correct, clear and authorized by the client in a contracted manner. The client is responsible for the completeness and correctness of the data stated in the payment order and is obligated to verify the contents of the payment order initiating a particular payment transaction before issuing the consent (authorization of the order). The client is responsible for the correctness and accuracy of the data stated in the payment order. The National Bank of Serbia shall prescribe the form, content and manner of using payment order forms for the execution of payment transactions in dinars.

Coverage or available funds in the current account represents the balance of funds on the current account from the previous day increased by the daily inflow and reduced by the daily outflow and reserve funds up to the moment of execution of the order.

The Bank will execute a payment order if the following conditions are met:

- if the correct payment order for payment is given in an agreed manner;
- If there is available balance on the payment account for payment of the entire amount from the order and fee, or if it hand over the cash to the Bank in the amount necessary for executing the payment order and fee in case the Client makes cash payment on his payment account;
- if, in accordance with the rules of international payments or prevention of money laundering and terrorist financing, the necessary documentation is submitted to the payment order.

If the above conditions are not fulfilled, the Bank may refuse to execute a payment order, in which case it will notify the Client about it. If possible, the Bank will notify the Client about the possibilities and the procedures for the correction, no later than the deadline set for the execution of the payment transaction.

The Client has the right to withdraw cash from his account without charge in the Bank's branch or at the ATMs of the Bank, and also without payment of a special fee, withdraw the funds from his account immediately after the recorded inflow of funds.

Notwithstanding the preceding paragraph, if the Client raises cash in the amount higher than RSD 600,000 or foreign currencies whose amount in RSD using the official middle exchange rate of the National Bank of Serbia is higher than RSD 600,000, the Bank shall pay these funds at the latest on the next business day, free of charge.



Payment orders in the amount up to 300,000 RSD for which the Client selected the option for instant-urgent payment through the Online Banking application or entered the emergency payment sign on the order submitted in the Bank's branch when completing the payment order for the domestic payment transaction in dinars, the Bank will execute through the IPS payment system. Instant payment is a domestic payment transaction in dinars that the Payer can initiate at any time of the day during each day of the year and whose transfer is executed in the shortest period through the IPS NBS payment system.

If the payment service provider of payment services is not a participant in the IPS NBS system, the Bank will not execute a payment order for which the user has selected Instant Payment through the IPS system and will notify the Client thereof before issuing the consent for execution of the payment transaction.

### **Single payment transaction**

A single payment transaction is the deposit or withdrawal of funds by a payer or a payee who does not have a transaction account at the Bank or does not use the Bank account for this payment transaction, regardless of the obligations arising from the relationship between the payer and the payee.

The Bank will execute a payment order requesting the execution of a payment transaction for the transfer of funds:

- a) only if it is delivered on paper;
- b) only if properly filled;
- c) if the Client has provided sufficient funds for execution of the order, which includes the amounts of bank fees;
- d) if the Client has given consent for execution of the payment order;
- e) if there are no legal obstacles to enforcement (according to other regulations).

The Client issues a consent for the execution of a single payment transaction:

- a) by submitting a payment order form;
- b) by providing the amount of cash required for the execution of the payment order.

Consent is given by undertaking one or more actions simultaneously. In order to avoid any doubt, it is considered that the consent is subsequently issued, when the Client - after performed payment transaction - takes over the documents (confirmation, verified payment orders, etc.) related to the respective payment transaction.

The client may revoke the payment order at any time before the irrevocability of the order has occurred.

The bank shall, immediately after execution of a payment order for the execution of a single payment transaction, deliver or make available to the Client readily available on paper or other permanent data carrier the following information:

1. a reference mark or other information enabling the payer to identify the payment transaction and the information relating to the payee;
2. the amount of the payment transaction in the currency indicated in the payment order;

3. the amount of any fee charged to the Client for the execution of the payment transaction, and if the Bank collectively collects these fees – and the type and amount of each individual fee cumulative fee consists of;
4. if a currency exchange is executed - a currency exchange rate, or a reference exchange rate used by the Bank in the execution of the payment transaction, as well as the amount of the post-exchange payment transaction;
5. the date when the funds were made available to the payee.

### **Standing order and direct debit**

The Bank offers the Clients through the Application of the Bank the possibility of issuing standing orders at the expense of their current account with a fixed amount in dinars or a fixed amount in foreign currency and execution in dinars, calculated at the middle exchange rate of the NBS on the day of the order execution. Clients can choose one of the offered execution periods (daily, weekly, monthly, quarterly and annual), the date of the first execution of the standing order and the date up to which the standing order is valid. On the day of the order execution, The Bank will execute standing order if there are sufficient funds in the current account, and the current account is not blocked for indebtedness. It will be performed by providing for the specified amount the current account of the Client and approving account of the payee, indicated in the permanent order. On the day of maturity of the execution of the order, the Bank will check the possibility of executing a standing order before the start of each clearing cycle in the RTGS system of the National Bank of Serbia, and the last time before the end of the business day (the so-called CUT OFF time) defined in these General Terms and Conditions. If the due date of the execution of the permanent order falls on a non-working day, the Bank shall make a standing order on the first following working day, except in the case of the account of the payer and the payee in the Bank, under the aforementioned conditions.

The Bank offers to Clients through same channel the possibility of issuing and internal standing orders between its accounts at the Bank in Dinars or internal standing orders for the purchase and sale of foreign currency from their / their accounts in the Bank. The Bank will also perform this type of standing orders under the aforementioned conditions, applying the exchange rate valid on the date of execution.

The Bank offers to the Clients through the Application of the Bank the possibility of issuing approval to the Bank for direct debit for one or more public service providers with which the Bank has concluded a business cooperation agreement, which are displayed on the list to the Client through the Application of the Bank when applying for this service. On the basis of the issued Client's consent and the obtained periodical (monthly) amount of debt in electronic form from the public service provider, the Bank will charge the client's account and make payment of the Client's obligation in favor of the account of the public service provider.

Invoice per click is a payment service by which the Bank submits to the Client the account of one or more providers of public services, for which the client has previously applied through the Bank's Application, on the basis of which the Client initiates the payment of the monthly obligation to the payee by pre-filled electronic order.

If the Bank considers that it is unable to execute an order, it shall notify the Client thereof within a reasonable time.

At any time, the Client may cancel a previously issued standing order or cancel the subsequent execution of a standing order before the date of maturity of such execution, through the Application of the Bank.

The signature and the seal of the Bank on the received order or instruction are considered only confirmation of receipt, and not confirmation of the final execution of the order.

### **mCash**

The Bank receives payment orders also using the mCash service. mCash is a service that enables the authorization of dinar payments of goods and services to merchants at POS terminals and online stores in the country, that is, the identification of the Client at the ATMs of the Bank upon cash deposit or cash withdrawal. Such payments will be possible only at the points of sale of the Bank's partners, that is, legal persons with whom the Bank has signed a Business Co-operation Agreement for the provision of mCash services.

The confirmation of payment or identification at the ATM is done with a unique authorization code (bar code or QR code) generated by the Client on the mobile application of the Bank. After the transaction authorization has been executed, the client's account is debited for transaction amount and funds are transferred to the merchant's account, i.e. cash deposit/ cash withdrawal made at the ATM is recorded. When performing a transaction using mCash service at ATMs of Bank, the client is obliged to fully complete the process of realization of the ATM transaction. The Bank shall not be liable for any damage that a client may suffer due to leaving the venue of the transaction before completing the process.

mCash services can be used for cash and non-cash transactions, and the Client's account can be debited / approved at the moment of execution of the transaction or with a deferred deadline, using the principle of reservation of funds on the Client's account.

The client can use the mCash service to pay RSD and EUR currency to his account only at ATMs ofMobi Banka.

For payment and cash withdrawal of the RSD currency by mCash, the Bank debits the Client account. The Bank has the right to use the balance on the Account to cover these transactions, regardless of the currency in which it is maintained. For EUR currency cash withdrawals using mCash service, as a cover the Client's account in EUR currency is only used.

### **Issuing a payment order using QR code**

To the Client, to whom is issued payment card, which may initiate domestic payment transaction, the Bank will offer and issue a payment instrument, which can be used at the point of sale of the merchant. This payment instrument allows the Client to issue a payment request at the merchant's point of sale at least in the following ways:

- 1) presenting data about the payer through a standardized two-dimensional marker - QR code (QR - Quick Response) (presentation of the payer);
- 2) Downloading information about merchant from a standardized two-dimensional mark - QR code (presentation of the trader).

A standardized two-dimensional mark (QR - Quick Response) is used in the following ways:

- 1) on the invoices of the payee for execution of the credit transfers, including when the credit transfer is carried out as an instant transfer under these invoices;
- 2) at the point of sale for the purpose of instant credit transfer by using a payment instrument.

The Bank shall immediately inform the Client, immediately upon receipt of notification by the merchant's payment service provider, that an instant transfer order has been executed on the basis of a request for payment at the point of sale, on the following:

- 1) clear information that the request for payment has been made through the Bank's Application;
- 2) a reference mark identifying the payment transaction at the point of sale;
- 3) The currency and amount of the executed payment request.

### **Consent for execution of payment transaction**

The manner of giving consent for the execution of the payment transaction depends on the payment instrument and distribution channel of the Bank. The Client approves the execution of the payment transaction initiated:

- Through the Application of the Bank - by correctly entering the PIN or credentials of the user, by which the user is identified, which enables him to create a payment order for which the consent is given by confirming the entered data on the payment order. For individual payments, OTP can be used as an additional level of confirmation;
- By mCash service - generating a unique authorization code (TAC) and scanning / entering code at ATMs of Mobi Banka, POS terminal of the merchant or by entering them into the appropriate field on the Internet shops);
- By standardized two-dimensional code (QR code) - when presenting the QR code, before generating the QR code. The Client is identified when logging into the mobile application of the bank by entering the PIN, while in the case of issuing a payment request by downloading data from the QR code from the merchant, after the displayed payment transaction elements, gives its consent by entering the PIN and thereby initiates the issuance of a payment request.
- Through payment card:
  - By inserting a card at the ATM and entering a PIN,
  - By inserting a card into a POS terminal or other similar device at a sales / pay point and depending on the type of device by entering a PIN or signature,
  - By tapping a POS terminal card or other similar device to a sales / pay site that supports contactless payment,
  - By entering and / or by providing personalized security elements of the card (card type, card number, card validity period, CVC2 or CVV2 code, etc.) when paying online sales points through catalog or telephone sales. In case of giving

/ delivering the above data by the client, each transaction initiated based on the given data is considered approved by the user. For individual payments, OTP can be used as an additional level of confirmation;

- At the counter of the bank by submitting a duly completed and signed payment order.

The payment order that is entered and for which approval is granted through the Bank's Applications, the Client can revoke until the moment of the irrevocability of the payment order (for internal orders up to the moment of execution, for external orders up to the moment of sending the payment order into clearing / RTGS), through the Application of the Bank or by calling the Customer Service of the Bank. The Bank may also request additional information from the client when processing the request.

The Bank may charge the Client's payment account without a payment order in order to collect matured fees for the services provided by the Bank in accordance with the provisions of the Framework Agreement, due receivables based on products approved by the Bank to the Client, as well as other outstanding receivables, as well as in the enforcement procedure or forced billing, which is conducted over the client in accordance with the law.

In the case of direct indebtedness by the public service provider, the client may withdraw the consent no later than the end of the business day preceding the date of the payment order payment by the payee.

### **Time of receipt and execution of payment orders**

As a time of receipt of the payment order shall be the time when the Bank received the order directly from the Client - payer or indirectly by the payee.

The time of execution of payment transactions is defined by the Bank's Term plan, which is an integral part of these General Terms and Conditions.

Payment orders received after the moment determined in the previously defined manner will be deemed to be received on the next business day, except for receiving payment orders that are realized in the IPS NBS payment system that are received 24h and executed immediately.

The Bank will approve the funds in the Payee's Account immediately after this amount has been approved on the Bank's Account, with condition that all necessary information for the approval of the Account of the Payee is received. If the funds are approved on the Bank's account on the date that is not the Bank's business day, it is considered that the Bank received cash on the first following business day. In international payment transactions, the Bank shall approve funds in the account of the Payee in the amount and currency in which the Bank's account is approved, immediately upon receipt of the notification of approval and with the submission of the corresponding document, if, in accordance with the regulations governing foreign exchange operations, that is a condition of payment execution. The amount approved on the Bank's account may be lower than the amount of the payment transaction initiated by the principal if any brokerage bank charged its fee by reducing the amount of the payment transaction.

All payment orders issued in favor of the account, also conducted with Mobi Banka(internal transfer) will be realized on the same day.

## **Limits**

Consumption limit represents the total amount of funds that can be used for execution of payment transactions in a certain period.

Consumption limits for the use of a payment instrument, existing on the account are: Basic Limit and Maximum Limit. Limits are determined at the daily and monthly levels, as well as by the number and amount of payment transactions.

Basic limits are assigned to the Client at the moment of opening an Account and Client can change them up to the maximum amount limit.

Maximum limit is the limit indicating the maximum allowable amount for the given category of limits and which cannot be exceeded.

An overview of the amount of the Basic Limits and Maximum Limit is defined in the Framework Agreement which the client concludes with the Bank.

The Client can manage the MasterCard Card Consumption Limits through the Application, while for managing Dina Card Limit Client is required to contact Customer Service. If the customer wants to change the limit beyond the maximum agreed limits for the card, mCash and spending through the Bank's Applications, it is necessary to contact the Customer Service Bank.

## **Rights and liabilities of the Bank and Customer in performing payment services**

The Client is obliged to use a payment instrument in accordance with the prescribed i.e. contractual conditions governing the issuance and use of that instrument, and in particular, immediately after receiving the payment instrument, take all reasonable and appropriate measures to protect the personalized security elements of that instrument (e.g. User Name and password for Bank's Application, PIN, CVC2 code, CVV2 code, etc.).

The Bank will not execute payment transactions for which the Client has not given consent in the manner defined by the Agreement or General Terms (unauthorized payment transaction). If the client informs the Bank of an unauthorized, non-executed or incorrectly executed domestic payment transaction, the Bank will, immediately upon receiving the notification, verify the client's claims through other participants in the payment system. In case of confirmation that it is an unauthorized payment transaction, the Bank will return the Client's payment account to the state in which the unauthorized transaction was not executed, i.e. will affect the refund of the amount of the unauthorized transaction and all the fees that were collected on that occasion. It shall be deemed that the Bank has provided the necessary information to the Client by submitting an account statement in a contracted manner.

If the Client claims that he has not approved the executed payment transaction or that the payment transaction has not been executed or has not been properly executed and in this sense notified the Bank, he / she shall be obliged to submit relevant evidence to these circumstances with the notice.

If the Client claims that he has not approved the executed payment transaction or that the payment transaction has not been executed and in this sense it is notified to the

Bank, and the Bank, after notice, establishes the opposite, the Bank will provide appropriate evidence in these circumstances. If the Bank provides evidence that the payment service provider of the payment service provider has been approved for the amount of the payment transaction, the liability for the non-executed or incorrectly executed transaction is transferred to that payment service provider.

In a situation where the execution of payment transactions occurred due to the use of a lost or stolen payment instrument or a payment instrument that was abused because the Client failed to protect his personalized elements, the Client shall bear the losses incurred in connection with the execution of the unauthorized payment transaction up to the amount prescribed by the relevant regulations.

The client will not bear the losses incurred due to unauthorized payment transactions that were executed or authorized after informing the Bank that the payment instrument has been lost, stolen or misused, unless these losses were incurred due to fraudulent actions of the Client.

If the losses arise due to fraudulent actions of the Client, or because of his deliberate or gross negligence, the Bank shall not be liable for payment transactions, i.e. will not make a refund to the Client's payment account and the Client shall bear all the losses in those situations.

If a payment order is made in accordance with the unique identifier of the payee from that order, this account shall be deemed to have been properly executed in the part relating to the determination of the payee, regardless of the other information provided to the Bank. If the unique identification mark given by the Client to the Bank is incorrect, the Bank is not responsible for the unpaid or improperly executed payment transaction. In the event of an unsettled payment transaction due to an incorrect unique identifier, the Bank shall immediately recover from the knowledge of the amount of the non-executed payment transaction to the Client.

In the event of a failed or improperly executed payment transaction, the Bank shall, regardless of the responsibility for the proper execution of the payment transaction, immediately upon the request of the Client take appropriate measures to determine the cash flow of the payment transaction and shall provide the Client with all necessary information for exercising the right to repayment of funds (information on the recipient of the payment service provider and / or on the payee, etc.).

The aforementioned does not exclude the right of the Client from the Bank, in accordance with the law, to claim compensation for damage caused by the execution of an unauthorized payment transaction or non-execution or incorrect execution of the payment transaction for which the Bank is responsible, except in cases of force majeure that prevented fulfillment of obligations arising from of this contract.

The Bank is obliged to make a refund of the entire amount of the approved and properly executed payment transaction initiated by the payee or the Client through the payee if the following conditions are fulfilled:

- 1) that the Client has given consent for execution of the payment transaction without the established exact amount of the payment transaction;

- 2) that the amount of the payment transaction is higher than the amount that the Client could reasonably expect, taking into account the amounts of his previous payment transactions, the conditions set forth in this contract and the circumstances of the particular case.

The Bank shall require the Client to provide evidence of facts relating to the fulfillment of the conditions referred to in the preceding paragraph of this Article. The client cannot refer to the condition from item 2) of the previous item if the higher amount of the payment transaction is a consequence of the exchange of currency at the agreed reference exchange rate.

The client can file the stated request for the refund of the amount of the approved and properly executed transaction within 56 days from the date of the debit.

The Bank is obliged to make the refund of the entire amount of the payment transaction to the Client or to inform it of the reasons for rejecting the request, within ten business days from the date of receipt of this request.

The Client shall not be entitled to a refund of the amount of the payment transaction if the following conditions are met:

- 1) if the Client directly gave the Bank the consent for execution of the payment transaction;
- 2) if the Bank or payment beneficiary has given the information about future payment transaction at least 28 days before the execution date.

The Bank is not responsible for the legal validity and credibility of the documents the Client submits to it.

## **VI USING OF BANK'S APPLICATIONS**

This Chapter of the General Terms and Conditions regulates the conditions for the use of electronic services and distribution channels that include the Internet Banking Application and the Mobile Banking Application (hereinafter referred to as the "Applications of the Bank"), which enable the Client to review and conduct financial transactions, receipt of notifications, management of personal information, products and services and requesting support.

The User of the Bank's Applications may become a natural person who has an opened Account in the Bank or is a Bank's Client on another basis, as well as an authorized person in accordance with the authorization given on already opened accounts in the Bank.

The client can use the Bank's Applications after selecting credentials (when opening the account through the Bank's Applications) or receive temporary credentials at the e-mail address and SMS (when the opening process of the account at the bank's sales location begins). When a client receives temporary credentials, at the first log in the Bank Application, the Client changes the temporary credentials to the ones he chooses. In the initial personalization of the Mobile Bank Applications, the client chooses a PIN to access the mobile application of the Bank.



The Client is responsible for the safe use and storage of credit for access to the Bank's Applications. The Bank will not be liable for damages arising from the giving credentials to other persons.

The Bank reserves the right to change the services or part of the Bank's Applications service.

The Bank sends to the Client via e-mail, Inbox in the Application of the Bank, SMS and "Push" communication channel notifications regarding the use of products and services, marketing offers, as well as notifications which is obliged to submit by law (e.g. notifications in connection with documentation, statements, confirmations, responses to client requests, warnings, reminders, etc.). Through the Applications of the Bank, the valid documents are permanently available to the Client: The offer on the basis of which the account is opened, deposit / activated placement, all contracts concluded by the client with the bank, Obligatory elements of the Agreement, Loan repayment plan, Deposit payment plan, Annex / other documentation in accordance with the regulations.

The client can opt out of receiving notifications for each communication channel, except for the receipt of notices that are mandatory by law and which the Bank considers to be of significance for the contractual relationship between the client and the Bank.

The Bank will register all the Client's actions when using the Bank's Applications by keeping the computer records (logs) in accordance with the applicable legal regulations and these computer records can be used as evidence of transactions executed and other actions of the Client.

When calling a voice machine (IVR), the Client's identification is done on the basis of a call from a mobile phone that is registered with the Bank as its contact telephone, while when calling the Customer Service and talking to the operator, the mobile phone also serves as an identifier, but the Client is further identified by answering certain security issues depending on the requirement that it has.

The Bank, with prior notice, records incoming calls and these recordings are stored in accordance with the law and can be used as evidence.

The Bank shall not be liable for any damage arising from:

- execution of transactions using the Bank's Service as a result of the misuse or loss of credit, OTP or TAC, unauthorized disclosure, use or improper use of credit, OTP or TAC, fraud and other criminal offenses;
- inability to access electronic services of the Bank due to interruptions and interruptions in telecommunications, PTT connections, due to the failure of the telephone or client's computer, as well as due to the temporary discontinuation of the service due to the improvement of services that have been announced in advance
- a failure of a system that supports the Customer Center or any subsidiary services related to these services and any other electronic distribution services that the Client is unable to use these services until removing the defect;
- misuse of information obtained by wiretapping of telephone lines or GSM traffic (SMS messages) by unauthorized persons;
- incorrect and / or irregular orders issued by the Client;

- security flaws on PCs or client's mobile phone (occurrence of unwanted software, viruses, Trojans, etc.);
- other circumstances that are out of control of the Bank.

## **VII DEPOSITS**

The Bank receives from the Client - resident and non-resident the term, purpose, guarantees and sight deposits in dinars and foreign currency in accordance with the positive legal regulations of the Republic of Serbia and internal acts of the Bank, these General Terms and Conditions concluded with the Agreement.

The Bank calculates and pays interest on deposits, in accordance with the provisions of the Agreement.

In the Catalog and tariff of products and services of Mobi Banka for natural persons, the minimum and maximum amounts of term deposits are prescribed, as well as the periods of time deposits.

If a variable interest rate is agreed - the elements on the basis of which it is determined, their amount at the time of the conclusion of the contract, the periods in which they will be changed and the terms of change are defined in the Agreement between the Bank and the Client. The Bank will provide an updated Deposit Payment Plan to the client on a permanent carrier.

The Bank provides deposits in accordance with the Law on Deposit Insurance.

Clients of the Bank pay tax on capital income in accordance with the current legal regulations.

## **VIII CREDIT PRODUCTS**

The Bank approves loans to clients, including the credit limit and overdraft on the current account, and issues guarantees and other forms of security - in accordance with applicable regulations, other regulations and acts, including these General Terms and Conditions, in accordance with the valid offer of the Bank.

Clients are enabled to submit requests for bank credit products through the sales channel (Bank application, bank branch offices, partner shops of the Bank, Contact Center, bank websites, etc.). Through the Application of the Bank, clients are informed on:

- all essential information on products in use,
- status of product in use,
- payments made based on products in use,
- forthcoming obligations on the basis of the product in use,
- documents relating to products in use (offer, draft loan agreement, concluded loan agreement, loan repayment plan, obligatory elements of the contract, etc.)

The Bank approves credit products assessing the Client's creditworthiness, degree of risk, as well as the scope and level of Client's cooperation with the Bank.

Based on the analysis of the aforementioned elements, the Bank may offer the client a use of the loan product from the current offer of the bank, which will be notified to the client by submitting the Offer.

The Bank shall decide on the approval of the product on the basis of the information and documentation provided by the client with the request for approval of the credit product. After checking the duly submitted documentation and verification of the accuracy and compliance of the data from the submitted documentation with the data from the submitted request, the Bank may decide to approve the credit product to the client or to refuse the client's request.

If during the process of analyzing the submitted documents the Bank determines that the Client does not fulfill the conditions for the credit product that he requested, the Bank may offer the same product under the changed conditions. If the client agrees with amended offer, the Annex of the Contract is concluded, after which the Bank activates the loan product.

The Bank shall consider each duly filed request of the Client and within 15 days at the latest, inform the Client of its decision.

Upon notification to the Client of the decision, the Client is obliged to submit the required documentation, and the Bank is obliged to implement all the defined actions for checking the received documentation, and whose outcome and activities related to loan financing will be notified to the Client within 30 days from the date submitting complete documentation.

The moment of concluding and taking over the loan product contract, guarantee, as well as all accompanying documents, it is considered that the Client is fully aware and agrees with the form and content of the downloaded documents.

In order to activate the loan product, the Client is obliged to provide the Bank with instruments for ensuring the proper settlement of obligations towards the Bank, in accordance with the concluded Agreement, the Annex of the Agreement, these General Terms and the Law. The Bank has the right to request additional collateral if it assesses that it is necessary for the approval of the placement when assessing the creditworthiness.

The Bank has the right to unilaterally terminate the Contract in accordance with the provisions of the Law, as well as in cases provided for by the Agreement and these General Terms and Conditions, and shall notify the Client without delay.

In the event of termination of the contract, the entire amount of the claim with all the related interest and expenses automatically mature, so the Client is obliged to pay to the Bank the entire debt with all other receivables within 3 (three) days from the date of the notice of termination of the Contract and the announcement of obligations due

In case of termination of the Agreement, the Bank may, at its option, realize all or some of collateral that the Bank has at its disposal.

The Bank reserves the right to charge all its outstanding claims using any other legally possible asset.

The failure or delay of the Bank in the use of any right under the Agreement or any contract or other act that regulates the security instruments provided for by the Agreement shall not be construed as a waiver of the Bank from that right.

The client accepts that the Bank's business books, accounting books, statements that do not need to be authenticated by the seal of the Bank and other documents thereof, serve as evidence of Client's debts.

The client agrees that the data on the products used in the bank, as well as the data on the delay in fulfilling obligations, can be submitted to the Credit Bureau of the Association of Serbian Banks, in which it will be stored and displayed in accordance with the Operational Rules of the Credit Bureau of UBS.

### **The amount and currency of the Loan**

The Bank approves credit products to Customers in Dinars, with or without a foreign currency clause, and in foreign currency, in accordance with the Law and in accordance with the provisions of the specific Agreement concluded between the Bank and the Client.

In the event that a client requires a loan product in the dinar equivalent of a foreign currency, or in a foreign currency, the Bank will notify and warn the client of the risks arising from such kind of indebtedness. When approving and repaying a loan product indexed in foreign currency, the Bank will apply the official middle exchange rate valid on the date of settlement.

The Bank grants overdraft only in dinars without a currency clause.

The credit limit is expressed in dinars without indexation (it does not match the rate of inflation and the growth in retail prices).

### **Release of a credit product**

The Bank concludes the Contract with the Client on the basis of the Decision of the competent body of the Bank. If the Client fulfills all the conditions stipulated by the Agreement, the Bank will place a loan / activate the allowed overdraft of the account to the Client within the agreed time.

The Bank is under no circumstances obliged to let the loan into the course / activate the allowed overdraft before any and all of the following conditions are met:

- entering the legal force of all security instruments specified in the Agreement;
- submission to the Bank by the Client of the complete documentation related to the credit product, in accordance with the Bank's requirements;
- other conditions provided for in the Contract.

The Bank reserves the right not to activate the credit product and, in addition to duly submitted complete documentation.

If the Bank determines that the Client meets the above conditions, he will notify the Client through durable medium, after which it will activate the credit product.

### **Purpose of the loan**

The client is obliged to use the loan funds in accordance with the agreed purpose, if the same is agreed upon.

The Bank is authorized to control the using the loan at any time in a manner and according to the procedure determined by the positive legal regulations and the Bank's acts.

If the Client uses the loan contrary to the purpose for which it is approved, or it is determined that the incorrect data or forged documents have been submitted for the approval of the loan, the Bank has the right to unilaterally terminate the Contract and claim from the Contract as fully matured.

### **Interest and interest payment**

The client is obliged to pay interest to the Bank in accordance with the provisions of the Loan Contract. The amount, method of calculation and the method of payment of interest are determined by the Contract.

The Bank shall calculate interest in accordance with the provisions of the Agreement. Such accrued interest is payable on the day provided for in the Agreement.

If, in order to obtain a loan, the Client is obliged to pay a dedicated deposit with an agreed interest rate - this deposit will apply the same method of calculating interest, which was applied to the calculation of interest on the amount of the approved loan.

If the Client fails to fulfill his obligation within the agreed time period, the default interest rate shall be applied in the manner prescribed by these General Terms and Conditions.

In the event that a variable interest rate is agreed, the Bank will periodically, in accordance with the Agreement, inform the client of the changed interest rate, on a durable medium and with the submission of a new Payment Plan.

The funds of the client that the bank uses to collect matured liabilities (funds on user accounts or funds paid directly to the loan lot) are used in the following way:

- Firstly, for settling the debts, commissions, charges and expenses settled;
- Secondly, to settle unpaid default and contracted interest;
- Finally, the remaining funds received in this way will be used to settle unpaid principal; all this regardless of the instructions that the Client can give in the opposite sense.

If at any time the Bank receives an amount less than the amount due and payable under the Contract, the Bank will use the funds received in the manner described above

### **Fees**

The Bank shall collect a one-time fee for the approval and realization of the credit product to the Client if such compensation is provided for by the Agreement.

The type and amount of all fees payable by the Client are specified in the Contract.

In the event of non-settlement of loan obligations, the Bank shall provide a warning to the client, namely the 60th and 180th day of the delay for cash loans and refinancing

loans, and the 60th and 90th day of delay for fast cash loans. In order to send a warning, the Bank has the right to collect a fee from the client in the amount defined by the Bank.

If the Bank plans to initiate the collection process by a court order, the Contract cancellation notice may be sent to the number of days lower than the previous one, and has the right to charge the client for the cost of sending a warning. If the listed days are late - weekends, non-working days according to the law or in the case of technical problems, letters are sent on the first following working day.

### **Premature repayment of the Loan**

The Client is entitled, at any moment, with a written request to the Bank or a transfer to the loan account the amount defined in the Agreement, in whole or in part, to fulfill its obligations under the Loan Agreement and before maturity.

The client also has the right to premature repayment of the overdraft before the expiration of the agreed validity period, by paying to the current account the amount of the used overdraft and by launching the request for closing of the overdraft in the Bank's Application.

The contract may define a fee for the bank for early repayment of the loan, which cannot be higher than the amount of interest that the Client would pay during the period between premature repayment and the deadline for fulfillment of the obligation under the loan agreement.

## **IX PAYMENT CARDS**

### **General terms of using payment cards**

The Bank issues clients' debit and credit cards on the basis of the submitted request and the Contract. The Bank issues Dina and MasterCard payment cards in accordance with the rules of these card organizations.

The Bank issues and delivers a DinaCard debit card with a magnetic stripe to the client, without card issuing application.

The Bank issues and delivers a MasterCard debit card with chip technology to the Client, only on Client's request which is submitted with the selection of the product package.

Activation of the Dina payment card is done by the Client after receiving PIN code from the Bank via SMS notification, to the registered telephone number. DinaCard debit card is activated exclusively by performing the first, any transaction at the Bank's ATM.

Activation of the MasterCard Payment Card can be done only through the Bank's Applications, since the Client is obliged to select the PIN that will be used with the Payment Card in the process of activating the Payment Card through the Application of the Bank. The payment card can be used on POS, ATM terminals and the Internet only after successful activation of the Payment card and the selection of PIN through the Bank's Applications.

The Bank allows the Client to subsequently, during the use of the Payment Card, change the PIN through the ATM or through the Application for the MasterCard or through the

ATM for the Dina Card. If the PIN change is initiated through the Applications of the Bank, the Client is obliged to perform the first subsequent transaction at the ATM of the Bank by entering a new PIN in order to complete the process of changing the PIN. Only after this transaction the Client will be able to use the card on POS terminals.

The Cardholder is obligated to use the Payment Card in accordance with the Agreement and the General Terms and Conditions of Business.

The payment card can be used to withdraw or deposit cash, to pay at POS terminals of merchants, as well as to pay to third parties at bank counters and post offices.

The payment card can also be used for ordering goods and services via e-mail and phone (MOTO transactions) and for payment of goods and services over the Internet.

The Bank will use the EUR currency as the reference currency for all transactions executed with a payment card abroad, while for the transactions in the country, the reference currency will be RSD.

For transactions executed in the country, when there is no RSD currency on the multi-currency account, the Bank will debit the cardholder's account in EUR, and then the other available currencies, using the Bank's buy foreign exchange rate on the day the account is debited.

In the case of an international transaction in foreign currency other than EUR, the amount of the transaction is converted according to the MasterCard exchange rate (available on the MasterCard Association website: <https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html> ) to the reference currency - EUR in which the multi-currency account is debited.

If there is no balance on EUR currency on the multi-currency account at the time of the indebtedness, the Bank will debit Client's account in dinars or other available currencies using sell exchange rate of the Bank for foreign exchange valid on value date the account is debited.

In the event that the Client agrees that the acquirer from abroad initiates a transaction in RSD (DCC), the Bank shall debit the Client's account for the transaction amount in RSD equal to the amount from the initiated transaction. The currency in which the transaction is initiated can depend on the currency selection when executing a transaction.

The client has the option to choose to initiate the transaction in another currency when making payments abroad. In the event of accepting the execution of a transaction in another currency, the Client also accepts the exchange rate expenses that may arise from such a transaction.

When paying goods and services by payment card, if required, the Client signs a slip. The client is obliged to keep copies of the slip / receipt for possible disputes. The client is obliged to sign the card on the back and to ensure that the signature on the slip is the same as the signature on the card itself.

When using a Payment Card on Electronic Devices (ATM, POS) that require PIN entry, the Client is identified with the PIN. The use of a PIN is considered as the signature of

the Client and the Client accepts that the PIN identification is the only and undisputed confirmation of the completed transaction.

Payment card enables contactless payments on terminals that support this type of payment. The Cardholder is obliged to enter a PIN at the terminal that accepts the contactless Payment Card, if requested due to the transaction amount.

The signed slip, or electronic transaction data, confirmed by entering one of the security elements of the Card (PIN, CVV2, 3D secure code, etc.), i.e. using the card as per device's conditions, is a confirmation of the consent for execution of the transaction by the Cardholder.

The Cardholder cannot revoke the execution of a payment transaction initiated by the card after its authorization. If the payment transaction is initiated by the payee or the Cardholder through the payee, the cancellation of the payment order cannot be made without the consent of the payee.

Based on the electronic record of the transactions carried out using the Payment Card, Payment Card account is debited, as well as for the costs and fees for these transactions. The Bank will debit the Client's account for each authenticated, properly registered and booked transaction initiated with a payment card.

Only at ATMs of Mobi Banka, the Client can use the Payment Card for withdrawal or depositing RSD and EUR on his / her account.

The Bank shall not be liable for damages arising from the use of a Payment Card that arise as a result of circumstances that the Bank is not and cannot influence, such as refusal or improper execution of the authorization due to an error in the processing system at the Authorization Center or telecommunication lines, the power failure, malfunction of ATMs, etc. The Bank shall not be liable for any potential refusal by the merchant to accept the Payment Card. The Bank shall not be liable for any disputes concerning the qualitative and quantitative defects of goods and services paid by the Payment Card. Using a Payment Card may be disabled in electronic readers due to physical, thermal or magnetic damage or deformation of the Payment Card. In these cases, the Bank shall not be liable for the inability to use the Payment Card.

### **Safe usage of the Card**

When paying goods and services over the Internet, where required, the Client enters CVV2 code for the Dina card or CVC2 code for the MasterCard, from the back of the Payment Card. That code is used for verifying the Payment Card and the Client.

The client is obliged to carefully choose which of the web pages / services he / she leaves the card data with (card number, valid through date, CVV2 code, CVC2 code, etc.) and is solely responsible for any debit of the account that may arise from the merchant to whom card information has been left on the Internet.

The client is obliged, after payment, to verify that the web site on which the payment was made did not remember the card data, and that they are deleted after the payment, in order to avoid misuse of funds from the associated account. As an additional level of protection, when using the MasterCard, the client has the ability to turn off the channel for Internet transactions within the Bank's Application, which will prevent misuse. The



specified channel for performing transactions may be turned on for payment, after which it may be turned off again. This will reduce the risk of misuse of funds from the card.

Additionally, if this option is supported by the merchant on the Internet, the Bank has the right to require an additional level of authentication from the Client through a 3D secure code. If an additional authentication verification is required from the Client during the Internet transaction, the Client is obliged to enter the verification code provided by the Bank, on specially designed Internet page.

In order to safely use the Payment Card, the Client is obliged to keep the Payment Card data and PIN from unauthorized access, theft and improper use, and in particular is obligated to comply with the following security measures when storing and using the Payment Card and PIN:

- Keep a Payment Card safe and at any time know where it is;
- The payment card must be signed by the Client;
- The PIN number should be stored and held separately from the Payment Card;
- The PIN number must be kept secret and cannot be disclosed to another person;
- In the event of a suspicion that the PIN is known to a third party, the client is obliged to change it through the Bank's Application (for MasterCard) or Bank's ATM (for all cards),
- When entering the PIN number at the ATM or POS terminal, Client needs to preserve privacy;
- Personal information and payment card information may not be given to other persons by telephone, e-mail, etc.;
- Not to leave a Payment Card in a visible or unprotected place, or at a place where it is available to other persons (workplace, car, etc.);
- Payment card may not be given to another person for use;
- To always check the amount of the receipt (slip) before signing and / or before PIN entry which approves the transaction;
- When paying the bill, the payment card should not be left unattended and always check whether the payment card is returned to the Client after the payment is made;
- To pay special attention that tapping a card for contactless payment on the contactless terminal represents giving consent for the execution of the payment transaction.
- Not to allow the merchant to take a Payment Card outside the Client's vision field;
- To keep all receipts (slips) for control Client will perform after obtaining a statement from the Bank.

### **Loss or theft of payment card**

The Client is obliged to report to the Bank the loss or theft of the Payment Card (primary or additional card) without delay through the Applications of the Bank (for MasterCard) or by calling the Bank's Customer Service at +381 63 9005, as well as any possible transaction performed by unauthorized use of the Payment Card or Data from the Payment Card and request the Bank to block the Payment Card the further use. The Client has the option to block MasterCard for further use through Bank's Application.

In the event that the Client is unable to report the Payment Card being lost or stolen through the Bank's Applications or by calling the Customer Service, as well as in case if Client is located abroad, he can report Payment Card as lost or stolen at any branch of any bank with a prominent MasterCard / Dina Card logo.

In the event of unauthorized use of the Payment Card, i.e. data from the Payment Card, the Client is obliged to notify the Bank immediately after this acknowledgment, and at the latest within 45 days from the date of indebtedness by the unauthorized use of the Payment Card, i.e. data from the Payment card, in which case Client will bear the losses resulting from unauthorized use up to the amount determined by the legal regulations.

In the event that the Client reports to the Bank a transaction performed by unauthorized use of the Payment Card, or data from the Payment Card, in addition to the application in writing, he shall be obliged to submit: The Payment Card, report to the Police, a passport etc. if required by the Bank in the specific case.

The Client shall not bear the losses incurred on the basis of transactions made after reporting to the Bank loss, theft or unauthorized use of the Payment Card or the payment card data, unless the Client himself committed the misuse, participated in the misuse or acted with the intention of fraud.

In case there is a suspicion that the Payment Card is misused, or that there is a risk that the Payment Card or the payment card data are subject to possible misuse, the Bank may temporarily block it. The Bank will execute a re-activation or permanent blocking of the Payment Card with prior agreement with the Client.

The Bank will replace Client's Payment Card (plastic) in the event of any damage to the Payment Card, which may result in inability of its further use, loss or theft of the Payment Card, and the replacement costs will be borne by the Client.

### **Debit Payment Card**

The Bank issues a MasterCard / Dina debit card to the client (hereinafter referred to as the "Card").

The Bank issues and delivers the Card to the Client in accordance with the Application and the Contract. The card has a name on it and is not transferable. The card is created automatically when the Account is opened and the Request for opening the Account also includes the Card Issuing Application.

The card is linked to the Client's Account and the Client can submit to the Bank a request for issuing additional Cards that will also be related to that Account.

The card will be issued with a expiry date which is embossed on the Card and the Card will cease to be valid on the last day of the month specified on the Card.

The Bank reserves the right not to renew (renew the validity) of debit cards to clients who meet certain conditions in order to protect the client's account against unauthorized use. These can be clients who had not initiated transaction in the past 12 months, who do not use credit products from the Bank's offer and other categories of clients that do not use the card. The Bank also reserves the right to close debit cards to inactive clients even before the expiration date of the debit card.

If the Client refuses to use the Card after the Bank make the Card, the Client shall be obliged to compensate the Bank for all expenses related to the production of the Card.

Card can be used for cash and non-cash transactions, and the Client's Account can be debited at the moment of execution of the transaction or with a deferred deadline using the principle of reservation of funds in the Client's Account, in which case the Bank will hold the amount on the account known at the time of transaction. At the moment of receiving the appropriate information by the card transaction processors, the Bank will debit the account. In case of transactions in a foreign currency, there may be a difference in the transaction amount and the amount for which the account is debited.

The Bank will release the reservation and funds of the cardholder, provided that the information on the transaction on the basis of which the final posting and the debit of the account is performed is not received within 15 days. In the event that the Bank assesses that the merchant is highly risky, the funds of the cardholder's account can be kept for longer than the stipulated deadline. In case the Bank receives mentioned information after it has released the reservation, it will debit the cardholder's account for the amount received.

The client can initiate payment transactions with the Card, provided that there is a cover at the moment of initiating the transaction.

The Client may use the Card for non-cash payment of goods and services in the country and abroad and for cash withdrawal at the places where the MasterCard / Dina acceptance label / sticker is displayed, and only up to the amount of funds available on the Account.

For payment transactions made with a card, the Bank Debits Clients Account. The Bank has the right to use the balance on the Account to cover the transactions executed by the Card regardless of the currency in which it is kept.

The Client is obliged to properly settle all obligations arising from the usage of the Card and to pay all fees and expenses in accordance with the Contract.

The Client shall use the Bank's Applications to manage the channels of use of MasterCard cards (POS, ATM, Internet), as well as daily and monthly consumption limits.

The Bank reserves the right to systematically set maximum limits on the use of the card at the daily or monthly level, and the Client agrees that the Bank will not be liable for transactions that were declined as a result of the set limits.

Closing of the Account is possible only after it has been established that all transactions made using the Card have been booked, or that there are no reserved funds in the Account for which the Card is linked.

In the event that after closing of the account, the debit is received for which there was no information at the moment of account closing, the Bank shall notify the client, who is obliged to settle that debt.

The Bank will debit the client's account for fees of foreign banks that arise when initiating transactions with a card abroad and to which the Bank has no influence.

If the Client of the Bank has given consent for the execution of an e-commerce service that involves periodic (recurring) card transaction charges, and for the last 45 days the Client has no funds in the current account for the execution of the same, the Bank has the right to block this type of transaction for further execution attempts.

The Bank has the right to block, omit or restrict the usage of debit payment card associated with the account, irrespective of the current status of the account, about which it will inform the Client.

### **Credit Limit and Credit Payment Card**

The Bank will issue Credit Payment Card (hereinafter referred to as the "Credit Card") to the Customer and approves the Credit Limit based on the Customer's request and the creditworthiness assessment.

The Bank approves the Credit Limit on the credit account defined in the Agreement. The client can dispose credit limit funds using the Credit Card as well as with transactions through the Bank's Applications.

The Bank will approve transactions based on the available balance on the Credit Limit. The Bank reserves the right to make a reservation on the credit account of the Client based on the approved transaction in the amount of the available balance on the Credit Limit. The amount of the booking per account does not have to be equal to the amount with which the Bank will debit the account at the transaction booking stage. The Bank will debit the Client's account based on the received information about executed transaction according with the card system rules in which the card transaction is processed.

After the activation of the Credit Limit, the Bank will deliver a Credit Card to the Client in accordance with the Contract. The credit card is named and is not transferable. On Client's request, the Bank may issue additional Credit Cards in accordance with the Contract.

The client can use the Credit Card only up to the amount of the approved Credit Limit. In the event of exceeding the Credit Limit, the Bank will charge a fee in accordance with Tariffs which is an integral part of these General Terms and Conditions.

Transactions which can be performed with a Credit Card can be cash and non-cash, and the Client's Account can be debited / approved at the moment of execution of the transaction or with a deferred deadline, using the policy of reserving funds on the Client's Account.

Client can execute internal transfers and payments from the credit limit account to the current account using the Internet and Mobile banking application, as well as to execute the internal transfer from the current account (generated by using the debit card) to the credit limit account.

The Bank has the right to reduce the amount of the approved credit limit to the Client in the event that the Client's creditworthiness changes (deterioration of the creditworthiness) or if the Client does not execute or is late in settling his obligations in accordance with the Contract.

The client is obliged to duly settle all obligations arising from the use of the Credit Card and to pay all fees and expenses in accordance with the Agreement. In the event that the Client does not properly settle his obligations arising from the use of the Credit Card, the Bank has the right to disable the use of the primary Credit Card, as well as any additional cards (block card). The Bank is obliged to inform the Client about the blocking of the Credit Card on a durable medium.

The Bank may provide Clients, upon their request, a change in the repayment model for certain card transactions carried out on the Internet, POS terminals and ATMs in the current month from the revolving model to the installment model. In this case, the Bank will provide the Client using durable medium all necessary information about these transactions. In order to change the repayment model, the Bank charges a fee in accordance with the applicable Tariff.

The Bank may provide Clients with certain benefits with the debt repayment model, for special categories of Clients in accordance with a special decision of the Bank that may define postponement of installment payment or other specific functionalities.

Early repayment, full or partial, according to the repayment model, corresponds to standard early repayment, i.e. each payment to the credit limit settles obligations by priority payment. Priority of collection is due obligations, then current booked consumption, and then unspecified liabilities. Reservations are not included in current consumption.

## **X RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE BANK**

A bank is free to choose its clients.

A bank without the consent of the Client has the right to block the use of certain products and services, to block or terminate a certain payment instrument, to terminate established business cooperation, all in accordance with the applicable regulations, the Bank's agreement or decision.

The Bank has the right to dispose of funds from the Client's account without its written consent or order in the process of enforced collection for the purpose of acting under the final and enforceable decisions of the court and / or other state body, as well as in other cases provided for by positive legal regulations.

In fulfilling its obligations, the Bank shall pay due diligence in accordance with legal regulations, banking rules, good business practices, good business practices and fair relations with the Client.

The bank is obliged, in accordance with positive legal regulations, to determine the possibility of conflicts of interest arising and to take all necessary measures in order to avoid it and prevent it.

The Bank will take the measures necessary to minimize or limit any impact that would cause damage to the Client. The Bank shall not be liable to the Client for damage resulting from the force majeure and other circumstances that the Bank has no influence on.

The aforementioned in the preceding paragraph shall also apply in the event that, for justified reasons, the Bank suspends or restricts its business activity on certain days or for a specified period of time.

The Bank may charge for collection of claims from the Client to engage third parties that will, in the name and on behalf of the Bank, undertake the collection of receivables in accordance with the signed contract.

## **XI RIGHTS, LIABILITIES AND RESPONSIBILITIES OF CUSTOMERS**

The Client has the right to request from the Bank all relevant information and receive appropriate notices and instructions related to the General Terms and Conditions.

The client has the right to submit a copy of the contract, or information on the obligatory elements of the contract, on the paper or other durable medium during the contractual relationship at his request.

The Client is obliged to inform the Bank about any changes in personal and family name, home address, e-mail address, phone number, changes in residence, and changes in the powers of representation without delay, and at the latest within the deadline set in the contract, by the bank's regulations or regulations. especially refers to the proxies and the scope of their powers, as well as all other changes essential for the operation of the Client's business through the Bank.

The Client is obliged to notify the Bank without delay and to change other elements that are important for servicing its obligations to the Bank, such as a change of business, loss of work, reduction or loss of income and other elements.

The Client shall bear the damage arising from non-compliance with his obligation to notify the Bank.

The client is responsible for the costs or loss that may result from forgery, fraud, as well as due to incomplete, legal irregularities, misinterpretation or translation of documents submitted to the Bank. The Client is responsible for all losses that may be caused by the fact that the Bank is not informed of any deficiency in relation to the legal or business capacity of the client, or the authorized persons, as well as their authorizations.

When entering into a business relationship with the Bank, the client is aware of the risk of over-indebtedness, as well as personal, moral and financial responsibility that the over-indebtedness carries with him.

### **Payments**

The client is obliged to pay all mature obligations prescribed by the Contract, such as debt, interest, commission, fees, related expenses and all other compensated amounts, settled in a timely manner and in accordance with the provisions of the Agreement.

All payments The Client is obliged to execute without any impairment and unloaded with any taxes or taxes. If any applicable tax or amount relating to the applicable tax must be deducted from any amounts paid by the Client, the Client is obliged to pay such additional amounts that may be necessary for the Bank to receive a net amount equal to the full amount received that payment is not taxed.

## **Power of Attorney**

In cases where the Client issues a power of attorney to a third party, he shall inform the Bank without delay of any change or revocation of the power of attorney. The revocation or limitation of the power of attorney for which the bank has not been notified in due time has no effect on the Bank when the Contract has been concluded by the proxy with the Contract, or has no effect on the legal transaction concluded on the basis of such power of attorney which was subsequently revoked or reduced.

The authorized person cannot be authorized to further delegate the power of attorney or to terminate the account without the special power of attorney given by the Client.

The power of attorney ceases to exist:

- b. in case of death of the Client or the Authorized person,
- c. loss of business ability of the Client or the Authorized person,
- d. by expiry of the period on which it was issued,
- e. revocation of power of attorney.

In case of revocation of the power of attorney given by the owner of the account, the revocation shall be valid only from the date when the bank was notified of the revocation, or on the amendment and / or supplementation of that power of attorney.

The rules for contractual power of attorneys are fully applied to the legal and judicial powers (authority contained in the text of the decision or judgment)

## **XII COLLATERAL**

The Bank accepts following collateral:

**ADMINISTRATIVE BAN** - a ban that is placed in the form of a decision for the Client's earnings, as well as the solidarity guarantors, at his / her consent, and by which the employer of the Client undertakes to pay monthly annuities, is more precisely obliged to make a suspension on the due in the amount of the monthly annuity, while the Client does not settle his obligations towards the Bank.

**WARRANTY** - The means of securing the payment of a debt whereby a third party undertakes to pay the bank, within a specified period, the debt of the debtor under certain conditions.

**MORTGAGE** - the subject of a mortgage may be immovable property of legal and natural persons, which by law may be in circulation, which is by the free assessment of the bank satisfactory to secure the receivables.

**PLEDGE** - the pledge right is entered in the appropriate register, on movable items of legal and natural persons that can be traded by law.

**GUARANTEE DEPOSIT** - Contract on Term Deposit Guarantee, which aims to provide the Bank with basic legal transaction. The term deposit term can also be the foreign currency and dinar assets of the Client and / or a third party, which are kept on a separate open account for this purpose.

**BANK GUARANTEE** - means the guarantee of a first-rate Bank, whether domestic or foreign. The client acquires the guarantee of another bank in accordance with the requirements and according to the instructions of the Bank.

**BILL OF EXCHANGE** - The client issues the B/E, in accordance with the Bank's requests and instructions.

In addition to the usual means of security, the Bank may accept other types of collateral, in accordance with the applicable regulations.

If the pledge is contracted on a movable or immovable property, the Client is obliged to submit to the Bank an estimate of the market value of the real estate and / or movable property carried out by an authorized appraiser of the Bank. The Client shall, by the end of the loan repayment period, submit to the Bank an estimate of the value made by the Bank's authorized appraiser, at least once for a period of three years, and always in the event of such a request of the Bank.

If the pledge is established on a movable or immovable item, the Client is obliged to submit to the Bank a policy of insurance issued by a first-rate insurance company acceptable to the Bank, in the form and with the content acceptable to the Bank, transferred for the benefit of the Bank.

If the security provided by the Client inadequately or during the contractual obligation becomes inadequate to cover the Client's current obligations, the Client shall, at the request of the Bank, be obliged to supplement or replace such security.

In the event that the settlement of a particular claim is secured by several security funds provided by the Client or third parties, the Bank is authorized to make a selection in the order in the course of the realization, unless the order is provided for by some of the applicable laws.

If the client or the collateral provider completely settles the client's obligation towards the bank under a certain contract, the Bank will inform the client, that is, the provider of security means, that the client has settled all of his obligations to her under a certain contract - within 30 days from the date settlement of these obligations.

The aforementioned notice contains information on the contract by which the obligations towards the bank, the amount of settled obligations, the signature of the responsible person and the seal of the bank are settled, and can be delivered on paper or on a permanent data carrier.

### **XIII PRICES OF BANK'S SERVICES – INTEREST RATES AND FEES**

The amount of interest rates and the amount of fees and commissions for all banking activities or services performed are specified in the Catalog of products and services and tariff of Mobi Bankafees for individuals.

The amount, type and period in which the Bank's service price is related - interest and fees, method, dynamics and terms of calculation, as well as the dynamics and deadlines for charging the prices are specified in the Catalog of products and services and tariffs of the Mobi Banka fees for individuals and the Contract between the Bank and the Client.



The contract also specifies the calculation of interest for untimely settlement of liabilities (penalty interest), the possibility of early repayment of loans, early repayment costs as well as the deadlines and ways of regulating early repayment of a part or a whole loan.

### **Nominal interest rate**

The nominal interest rates are determined in the Catalog of products and services and the tariff of Mobi Banka fees for natural persons for each segment of the Bank's operations with clients to individuals.

The nominal interest rate is expressed as a fixed or variable percentage that is expressed on an annual basis and applies to the amount of the loan, i.e. the received deposit, in accordance with the Contract.

The variable nominal interest rate is the interest rate whose amount depends on the agreed variable elements, i.e. the variable and the fixed, while the variable elements are those that are officially published and whose nature is such that the change of their value cannot be influenced by the unilateral will of either of the contracting parties.

At its points of sale and on its website, the Bank holds a prominent notice of the movement of the value of the agreed variable elements, on which the variable nominal interest rate depends.

The amount of the nominal interest rate, with determining whether it is fixed or variable and, if it is variable - the elements on the basis of which it is determined, their amount at the time of the conclusion of the contract, the periods in which they will be changed, and the fixed element (if contracted) are defined by the Agreement between the Bank and the Client.

Interest is calculated using a conformal or proportional method. The method of calculation is defined in the Contract.

Nominal interest rates are expressed in percentages with two decimal places annually. The annual interest rate includes a period of 360/365/366 calendar days, and the monthly period is the number of days in the month for which the interest is calculated.

The nominal interest rate can be fixed or variable.

A fixed nominal interest rate is expressed in a certain percentage amount.

The variable nominal interest rate consists of agreed variable elements, i.e. variables and fixed ones, while the variable elements are those that are officially published (EURIBOR, LIBOR, BELIBOR, reference interest rate of the National Bank of Serbia and others).

### **Effective interest rate**

In accordance with the regulations of the National Bank of Serbia regarding the calculation and presentation of the effective interest rate, the Bank calculates and announces interest rates and other costs of banking services in a unique way, in order to compare the same offers of various financial service providers.

The effective interest rate is the discount rate that equates, on an annual basis, the present value of all cash flows, or the present value of all cash receipts with the present

values of all cash expenditures based on the use of the Bank's services, which are known at the moment of disclosing this rate.

The effective interest rate is expressed in percentages with two decimal places, with the rounding off of the second decile, and is valid from the date of calculation.

Cash flows include:

- all repayments and payments of loans or deposits;
- costs that a user of financial services pays (egg. interest, fees, taxes, etc.), i.e. benefits he receives (interest and other unconditional benefits);
- costs related to side services that are a condition for the use of a financial service, or for its use in a certain way (for example, life insurance costs, assets and persons, etc.).

If the condition for using a financial service is to open an account, the Bank will open an account to the client that does not have maintenance and maintenance costs, while opening an account with the costs of keeping and maintaining is the will of the client, which does not include the costs of opening and keeping these accounts in the cash flows.

Cash flows do not include:

- costs incurred due to non-compliance with contractual provisions;
- costs related to the purchase of goods incurred irrespective of whether payment is made in cash or otherwise.

### **Fees and provisions and Tax costs**

The Bank calculates and charges fees for services rendered to the Bank's clients. The fee is the price of a banking service determined in a fixed and / or a percentage, while the commission is determined in a fixed amount or relative amount in relation to the basic banking service.

The basis for calculating the fee, the method and deadlines for collecting the calculated fees are regulated in the Catalog of products and services and the tariff of Mobi Banka fees for natural persons, as well as in the Agreement concluded between the Bank and the Client.

In the name and for the account of the client of a natural person, in accordance with the Law on Personal Income Tax, the Bank calculates and pays interest income tax, except for interest on dinar funds based on savings and other deposits, time or sight deposits, deduction from the amount gross imputed interest.

### **Penalty interest**

If the Client fails to fulfill his obligation within the agreed term - on maturity, and the outstanding obligation is applied by the Bank, the rate of penalty interest in accordance with the Law on Penalty Interest. In case of delay, the Bank may apply a different interest rate, if the same is agreed upon.

## **XIV TRANSFER OF RECEIVABLES**

The Bank has the right to transfer to the other bank the claims that it has towards the Client on the basis of the loan agreement, the agreement on the allowed overdraft, the contract on issuance and use of the payment card, and the contract on opening and managing the account without prior or subsequent consent of the Client.

The Bank will notify the Client of the transfer of receivables by sending a notice on a permanent data carrier.

## **XV MONEY AND FOREIGN CURRENCY MARKETS AND EXCHANGE OPERATIONS**

The Bank executes orders for the purchase/sale of foreign currency assets in accordance with relevant laws in the field of foreign exchange operations and other regulations of the National Bank of Serbia and other competent institutions.

In accordance with relevant legislation of the Republic of Serbia, regulations of the National Bank of Serbia and other competent institutions in the field of foreign exchange operations, transactions in foreign currencies traded on the foreign exchange market shall be performed with the application of the Bank's relevant exchange rates.

In accordance with the relevant legal regulations of the Republic of Serbia, the regulations of the National Bank of Serbia and other competent institutions in the field of foreign exchange operations, the Bank applies its own rates and interest rates valid on the day the transaction was executed and / or on the date of posting the Client's account / credit / debit authorization.

Valid currency courses are clearly outlined in the branches, on the Bank's website and the Bank's Application.

Users who purchase an item of money in excess of EUR 5,000 or equivalent in that other foreign currency are obliged to announce that purchase 24 hours earlier.

The Bank performs exchange operations in its branches, as well as through its application, under the following conditions:

1. When performing exchange transactions, the Bank applies a buying, i.e. sales course in the range between the purchase and selling rate from its current exchange rate list for the effective;
2. In order to protect against negative effects on its financial result, the Bank has the right to limit the amounts of currencies that can be bought or sold for dinars, as well as to temporarily suspend the performance of exchange transactions;
3. In the event of technical difficulties in the operation of an electronic application for the performance of exchange transactions, and until their elimination, the Bank shall not be obliged to execute clients' requests for performing exchange transactions through an application;
4. If a client's request for the purchase or sale of a particular currency in an electronic application for the performance of exchange transactions is rejected for the reason specified in point 2. The Client will receive information about the impossibility of executing the request at a given moment and be asked to try the same transaction later or to contact Customer Service Bank;
5. If the client addresses the customer service with a request for purchase or sale of foreign currency no later than 13 hours during the working day, the Bank is

obliged to enable him to execute the claim in the desired amount on the same day;

6. If the client applies to the customer service for a request to buy or sell foreign exchange after 13 hours during the working day, or at any time during the weekend, the Bank is obliged to enable the client to execute the claim in the desired amount no later than 13:00 hours on the next business day;
7. Upon receipt of the client's request from items 5 and 6, Customer Service will contact the relevant organizational unit of the Bank, which will offer a course for executing the desired purchase or sale of foreign currency. The offered course can range in the range between the purchase and selling rate from the effective exchange rate list, which is valid on the day of the exchange transaction.
8. After receiving the offer from the customer service, the client is obliged to immediately declare the same. If the offer accepts, the user will be informed via the automatic SMS message of the offered exchange rate and the validity period of the offer. The customer service will inform the client when the request will be realized in the desired amount and according to the accepted exchange rate in an electronic application for performing exchange transactions.
9. Upon receipt of the notification referred to in point 8, the Client shall have at most 15 minutes to execute a request for the purchase or sale of foreign exchange, after which the execution of the request will be disabled.

## **XVI BANKING SECRET**

Banking secrets are considered as data prescribed by law, as follows:

- Data on approved loans and other transactions concluded with the Client;
- Personal data of the Client, data related to the financial condition and transactions, as well as on the ownership or business connections of the clients;
- Personal data of legal representative and attorney;
- Data on the operations of the Client through current accounts and data on the balance in these accounts;
- Data on savings deposits and other deposits;
- Client documentation and
- Other data and documents, which are declared as business secrets by general or individual acts of the Bank

Banking secrets are not considered as:

- public data and data available to interested parties with a legitimate interest from other sources;
- consolidated data on the basis of which the identity of the individual client is not revealed;
- data on the bank's shareholders and the amount of their participation in the bank's share capital, as well as data on other persons with participation in the Bank and data on that participation, regardless of whether they are bank's clients;
- data relating to the orderliness of meeting the client's obligations towards the Bank.

Business secrets shall be kept by the members of the Bank's body, all employees of the Bank, regardless of how they learned the secret, as well as the external auditors of the

Bank, and other persons who due to the nature of the work they do have access to such data.

The duty to keep business secrets also takes place after the termination of the function in the bodies of the Bank, or after the termination of employment in the Bank, i.e. the cessation of the status on the basis of which access to the above data has been obtained.

Exceptions to the obligation of keeping business secrets exist if data is communicated:

- on the basis of a decision or request from the bodies of internal affairs or judicial authorities;
- for the needs of the authority responsible for the prevention of money laundering in accordance with the regulations governing the prevention of money laundering;
- in connection with the enforcement procedure on the property of the Client by the competent state authority;
- Regulatory and control bodies of the Republic of Serbia in order to perform tasks within their competence;
- a person established by banks for the purpose of collecting data on the total amount, type and timeliness in fulfilling obligations of natural persons who are bank clients;
- the tax administration in accordance with the regulations governing the tasks under its jurisdiction;
- the authority responsible for foreign exchange control;
- at the request of the deposit insurance organization in accordance with the law governing the deposit insurance;
- members of the group within which the Bank operates to review the overall performance of the Group;
- to a foreign regulatory body, under the terms and conditions stipulated in the cooperation agreement concluded between that person and the National Bank of Serbia;
- state organs of the Republic of Serbia, judicial authorities, prosecuting authorities and bodies that exercise public authority when necessary to protect the interests of the Bank

The Client and the Bank accept the obligation to keep all data that they receive during their mutual business cooperation as a professional secret.

By submitting a request for the use of the Bank's products and services, the Client expressly agrees, in accordance with Article 47 of the Banking Law, that the Bank has the right to provide data from the Agreement, information about the Client and its related parties, documentation that constitutes the Client's file, other information that is considered bank secrecy can be forwarded to the National Bank of Serbia, the Credit Bureau of the Association of Serbian Banks, the National Mortgage Insurance Corporation, the Forum for the Prevention of Abuse in Credit and Payment Cards at the Serbian Chamber of Commerce, the external auditor of the Bank, as well as to all other bodies and persons to whom the Bank is obliged by law to provide appropriate information or with which the Bank has concluded a contract on the protection of the confidentiality of such data.

## **XVII PERSONAL DATA PROTECTION**

The Bank processes personal data of individuals for the purpose of providing banking services, products and execution of pre-contractual activities, including without limitation to the opening and maintaining accounts, execution of payments, various types of savings products, loans, sending text messages and notifications on the balance on the account or transactions executed by payment cards, maintaining contact with clients through different channels, monitoring clients' satisfaction, resolving complaints, delivering promotional materials and information about benefits and news in its offer, participating in prize games, as well as other services and products that the Bank will provide to its customers.

The Bank will process personal data: legally, fairly and transparently in relation to the Person to whom the data relate; processing will be restricted in relation to the purpose of processing; the data will be appropriate, relevant and limited to what is necessary; the data will be accurate and up-to-date, whereby the Person to whom the data relate has the right at any time to request correction of the incorrect data; the data will be stored within the time period necessary for the purpose of processing; the data will be protected from unauthorized or illegal processing, as well as from loss, destruction or damage.

The basis on which the Bank can process personal data is: processing based on consent, processing in order to prepare, conclude and fulfill the contract, processing on the basis of the law and other regulation and processing based on the legitimate interest of the Bank.

The Bank has the right to forward personal data relating to a person, documentation relating to a person, as well as other information considered as bank secrecy, as well as information about obligations under the contracts concluded between the Bank and the Person to which the data relate, as well as the manner of settlement and compliance with contractual obligations mentioned hereof to: the National Bank of Serbia, the Credit Bureau of the Association of Serbian Banks, the Forum for the Prevention of Abuse in Credit and Payment Cards at the Serbian Chamber of Commerce, the external auditor of the Bank, the company Telenor doo Serbia, the members of the PPF Group in the country and to members of their bodies, to their shareholders, to all other persons who, due to the nature of the work they perform, must have access to such data, to third parties with whom the Bank has concluded a Contract regulating the handling of confidential data, as well as to all other bodies and persons to whom By law, the bank is obliged to submit such information.

Detailed information on the processing and protection of personal data, as well as the rights of the person, is contained in the document on Personal Data Processing, which is published on the Bank's website [www.mobibanka.rs](http://www.mobibanka.rs), as well as in the documentation submitted by the Bank during the establishment of a business cooperation.

## **XVIII CUSTOMER COMPLAINTS AND MANAGING COMPLAINTS**

The Client has the right to submit an complaint in writing if he considers that the Bank does not comply with the provisions of the regulations governing payment and / or financial services, these General Terms and Conditions of Business, good business practices or obligations from the concluded contract.

The objection must contain the Client's data from which the relationship with the Bank can undoubtedly be determined as well as the reasons for filing a complaint.

A client's complaint that does not contain the elements of the complaint will be considered a objection and the Bank will act in accordance with its internal acts related to the specific process in the Bank (e.g. payment operations, cards, loans).

The client has the right to object within 3 years from the date when he considers that he has been violated the rights or interests. The Bank does not charge for complaints.

The objection can be submitted by:

- Internet or mobile applications,
- Internet site of the Bank [www.mobibanka.rs](http://www.mobibanka.rs),
- e-mail addresses: [prigovori.banka@mobibanka.rs](mailto:prigovori.banka@mobibanka.rs),
- by post to: 88 Omladinskih brigada Street, 11070 Beograd or
- personally in the business premises of the Bank.

The Bank will consider with due consideration the allegations from the received complaint and submit the reply to the Client no later than 15 days from the date of receipt of the complaint. The Bank may extend the deadline for replying for an additional 15 days, and notify client in writing if that happens.

If the Client is not satisfied with the Bank's response or if the reply is not delivered within 15 days or in exceptional circumstances for 30 days, it has the right to address a complaint to the National Bank of Serbia within 6 months, in writing, to the address: NARODNA BANKA SRBIJE, Sector for the protection of financial services users, 17 Nemanjina Street, 11000 Belgrade or ZIP 712, 11000 Belgrade or via email: [zastita.korisnika@nbs.rs](mailto:zastita.korisnika@nbs.rs) or to request settlement of the disputed relationship by mediation before the National Bank of Serbia or other body or authorized person for mediation.

The provider of collateral has all of the aforementioned rights as the Client.

## **XIX CLOSING OF ACCOUNT AND TERMINATION OF BUSINESS RELATIONSHIP**

The Bank shall close the account on the basis of a Request for termination of the account in writing or on another permanent data carrier submitted by the Client, its legal representative or authorized person, as well as on the basis of the court decision in accordance with the applicable legal regulations or the provisions of the Agreement between the Bank and Client.

Upon receipt of a submitted request, provided that all obligations under the Account have been settled, the Bank shall execute the account closing without charge. In the event that there are debts or reserved funds in the current or other account, the Bank will block the account at the moment of receiving the Request for Extinguishing, and the termination of the Client Account will only be executed after the settlement of the debt or the bookings of the reserved funds. All available funds on the day of closing the account will be available to the Client in accordance with the instructions specified in the Request for closing the account. On the basis of this, available funds can be transferred to the account number for the transfer indicated in the Request for closing the account, in accordance with the valid regulations or paid out to the cashier of the

Bank within the due time. In case of receiving the Request for closing the account on which the funds are available and the client did not indicate the account in the other bank to which the funds will be transferred, the Bank will execute the account and transfer the funds to the account of the funds that are not used until the client delivers the account number in another bank.

Upon termination of the account, the Bank will provide the Client, without compensation, on a durable medium, a Confirmation on the closed account and settled obligations for opening, keeping and closing the account. Within 30 days from the date of closing of the account, the Bank shall also provide the Client with a Report on collected fees for the period until the closing date of the invoice.

The Bank may terminate the Contract concluded for a fixed or indefinite period without the consent of the Client and the Client's account, by issuing a notice on a durable medium in the event that:

- The Client violates any obligations from the Agreement or these General Terms and Conditions;
- The client does not meet the requirements of regulations and internal procedures of the Bank in relation to the regulations in the field of knowledge of the Client and prevention of money laundering and financing of terrorism;
- The client presents the Bank with reputational risk;
- The client changes the status of the residence;
- In case of client inactivity lasting longer than 12 months;
- in other cases, envisaged by the contract or these General Conditions.

In case of loss, disappearance or theft of the payment card, as well as on the basis of a court decision, decisions of other competent authorities and other basis in accordance with the legislation and business policy, the Bank blocks the Client's account.

In the event of receiving information about the death of the account owner, the Bank will block the client's account, after which it may, in cases regulated by internal procedures and in accordance with the positive law regulations, close the Client's account.

The Bank may terminate the Contract concluded indefinitely with the Client in all cases stipulated by the contract on opening and managing the payment account, the contract on the individual payment service and the General Terms and Conditions of business, by submitting a notice of termination in written form or on another permanent data carrier in accordance with the provisions of the General conditions of business that regulate the communication between the Client and the Bank with a notice period of two months, and in situations prescribed by positive regulations, the cancellation period may be shorter, or the Bank may terminate the Framework Agreement without notice.

The Client has the right to terminate the Framework Contract without a fee, with a 30-day notice.

In case of termination of the contract, each party is obliged to return to the other party what it owes.

The duration and manner of termination of a contract concluded between the Bank and the Client is defined by a specific contract.



The client may request that the provisions of the contract that are contrary to the information provided at the pre-contractual stage, that is, the provisions relating to information on the obligatory elements of the contract, which have not been previously delivered to the payment service user, are found null and void.

The Bank may unilaterally terminate the financial service contract in the following cases:

- If the Client performs his contractual obligations unruly and untimely;
- If the Client has provided incorrect or forged data to the Bank;
- If at the written request of the Bank, without justified reason, it does not deliver or refuses to submit additional data or documentation that are or may be affected by the business relationship between the Bank and the Client;
- If any legal and / or administrative procedure is initiated against the Client and / or his / her authorized person or an event that may affect the ability of the client to execute and observe the obligations under the contract;
- if it exposes the Bank to reputational risk, abuse of the use of banking services for the purpose of money laundering and terrorist financing;
- If the Client uses the loan contrary to the purpose for which it is approved;
- If the Client has ceased to meet the creditworthiness conditions or if the loan creditor's credit rating has been reduced before or after the release of the loan in the course;
- in other cases, provided for in the applicable legal regulations.

## **XX APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

If in a business relationship between the Bank and the Client the dispute arises, the Bank will endeavor to settle it in a consensual manner, in agreement with the Client, while respecting the mutual interests. If it is not possible to reach agreements, the dispute will be resolved by the competent court according to the client's seat.

For all possible disputes between the Bank and the Client, unless otherwise agreed, the law of the Republic of Serbia is valid.

## **XXI TRANSITIONAL AND FINAL PROVISIONS**

These General Terms and Conditions shall enter into force and shall apply after the expiration of fifteen days from the date of publication in the Bank's business premises and on the Bank's Internet presentation.

These General Terms and Conditions may be amended or supplemented by a decision of the Bank's Management Board / Executive Board or replaced with the new General Terms and Conditions. Amendments to these General Terms and Conditions, or the new General Conditions, shall apply after the expiration of 15 days from the date of their publication in the Bank's business premises and on the Bank's Internet presentation.

If any condition or provision of these General Terms becomes unwarranted or unenforceable, the validity of other terms and conditions will not be called into question, and the rights and obligations of the Client and the Bank will be interpreted as if these General Terms did not contain unacceptable and non-applicable terms or conditions. About a condition or provision that has become invalid or unreasonable Clients are notified by clicking on the notice on the Bank's website.

The application of these General Terms and Conditions may be excluded only by explicit provision in the Agreement.

In the event of failure to comply with the General Terms and Conditions with any provision of the applicable Contract or General Bank Act, the provisions of the applicable Agreement or General Act shall apply, pending the decision of the Bank's managing bodies in each individual case, by which this disagreement is removed in accordance with the positive regulations.

On the existing, already established and contractual business relations between the Bank and the client, which entered into force on the date of the application of these General Terms and Conditions, which are based on the previously valid general rules of the Bank's operations, these General Terms apply if their application is indisputable, if specifically provided for in the provisions of the contract or with a special annex to the contract between the client and the Bank, or if so provided for by regulations or decisions of the competent management body of the Bank.

The Bank will harmonize the internal acts and internal documents with these General Terms and Conditions within the deadlines determined by the positive regulations, in accordance with the decisions of the competent management bodies of the Bank.

The provisions of the Law on Payment Services, the Law on the Protection of Financial Service Consumers, the Law on Foreign Exchange Operations, the Law on Prevention of Money Laundering and Terrorism Financing, the Law on Obligations, the Law on Banks, as well as other legislation of the Republic of Serbia.

Appendix 1 – Term Plan of receiving and execution of payment transactions of natural persons – consumers

Appendix 2 – Catalogue of products and services and Tariff of fees of Mobi Banka for natural persons

Appendix 1

### **Term Plan of receiving and execution of payment orders submitted by natural persons – consumers**

#### **Domestic payments orders in RSD**

Type of payment service	Time of receiving	Time of execution
Internal- inflow/transfer from/to account in Bank, payments between accounts in the Bank, inflow from account in the Bank		
Payment order up to 600.000 RSD		Same business day

Payment order above 600.000 RSD (by announce)	In accordance with the Branch working time	Next business day
Inflow payment order		Same business day
Transfer order received in branch		Same business day
Transfer order received via e-service	0 - 24h	Same day
Inflows to account		

External payment order to account outside the Bank, inflows from account outside Bank		
Payment order	In accordance with the Branch working time	Received till 17 h, same day Received after 17h, Next business day
Payment order received in Branch		
Transfer order received via e-service for execution by RTGS/Clearing sistem in NBS	0 - 24h	Received till 17h, same day Received after 17h, next business day
Payment order up to 300.000 RSD received by e-servis for execution by IPS sistem NBS <sup>1</sup>	0 - 24h	Same day
Inflows to account received by IPS sistem NBS	0 - 24h	Same day
Inflows to account received RTGS and clearing sistem NBS	Till 18h or till the end of the day RTGS and clearing NBS	Same business day

### International payment transactions

Type of payment order	Time of receiving	Time of execution <sup>2</sup>
Internal- payment between accounts in the Bank		
Transfer order received in branch	In accordance with the Branch working time	Received till 14h, from the date of receipt of the order at least the second business day

<sup>1</sup> IPS: platni sistem Narodne banke Srbije - Instant Payments System (IPS) receives and executes payment orders initiated by the payer every day of the year from 0-24 hours

<sup>2</sup> U zavisnosti od Datuma odobrenja računa Banke/Datuma valute obrada deviznih priliva do 15:30 na dan prijema izjašnjenja korisnika o osnovu priliva/potvrde banke o ispravnosti u skladu sa pravilima deviznog poslovanja ili sprečavanja pranja novca i finansiranja ter Depending on the approval date of the bank account/value date of inflows up to 15:30 on the day of receiving the declaration of the user/Banks statement in accordance with the rules of foreign exchange business or Terrorism

Transfer order received by e-servis	0 - 24h	Received till 14h, from the date of receipt of the order at least the second business day
External – payment order to account outside the Bank		
Transfer order received in branch	In accordance with the Branch working time	Received till 14h, from the date of receipt of the order at least the second business day
Transfer order received by e-servis	0 - 24h	Received till 14h, from the date of receipt of the order at least the second business day