

## **GENERAL TERMS AND CONDITIONS FOR OPERATIONS MOBI BANKA AD BEOGRAD FOR CLIENTS ENTREPRENEURS**

### **I GENERAL PROVISIONS**

These General Terms and Conditions of Business (hereinafter: General Conditions) define the standard business conditions of Mobi Banka ad Beograd (hereinafter: The Bank) that apply to all business relations between the Bank and the Clients of the Bank - entrepreneur (hereinafter: Clients).

General Terms and Conditions apply to: Establishing and changing the business relationship, rights, obligations and responsibilities of the Bank and the Client, communication between the Bank and the Client, payment services, deposits, credit products, payment cards, prices of banking services, foreign exchange and money market operations and exchange affairs, banking secrecy, assignment of claims, protection of personal data, complaint and complaint procedure, termination of business relations, applicable law and jurisdiction, etc.

The Client of the Bank is an entrepreneur who uses or has used the Bank's financial services or has applied to the Bank for the use of these services and uses the Bank's services for purposes other than its business or other commercial activity.

The Catalog and tariff of products and services of Mobi Banka for legal entities and entrepreneurs is an integral part of the General Terms and Conditions of Business.

The application of the conditions determined by these General Terms and Conditions, the application of laws, other regulations and acts of the Bank shall be provided by a contract concluded between the Client and the Bank (hereinafter: The Agreement).

Unless the Agreement explicitly specifies additional terms and obligations or responsibilities of the Bank, the Bank does not assume liabilities and liabilities beyond the obligations and responsibilities set forth in these General Terms and Conditions, internal acts of the Bank and the positive legal regulations of the Republic of Serbia.

The Bank shall, in a prominent position in the business premises where it offers services to its clients and on the Internet site, ensure that the client becomes acquainted with the general business conditions in Serbian and / or English language, at the latest 15 days before the date of their application. In case of non-compliance of the Serbian and English versions of the texts of these General Terms, the Serbian version is valid. The Bank shall provide the Client with appropriate explanations and instructions relating to the application of the general terms of business in connection with a particular financial service and, upon written request or in another permanent data carrier, deliver those conditions without delay.

These General Terms and Conditions apply after signing the Agreement by the Client, unless otherwise provided by the Agreement.

### **II CONDITIONS UNDER WHICH THE BANK PERFORMS BANKING OPERATIONS**

The Bank concludes with the Client contracts on opening and managing payment accounts, accepting and depositing all types of deposits, approving loans and performing all other banking activities in accordance with the law and other regulations.

The Bank offers products to customers in its branch office and through Telenor doo Belgrade (hereinafter: sales outlets) and distribution channels that include the Internet Banking Application and the Mobile Banking Application (hereinafter referred to as "Online Banking Application").

The Bank does not open and maintain anonymous and numbered (encrypted) accounts and savings booklets, as well as accounts and savings book with fictitious names, savings booklet on the bearer, does not establish business cooperation with the Client and does not execute the transaction at the Client's order, as well as termination earlier established business cooperation if it cannot determine or collect data on the Client and the transaction for which the Client issues the order. The Bank does not provide services that directly or indirectly allow for the concealment of a client's identity.

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

The Bank shall charge the Client with interest, fees, fees and tariffs in accordance with the Agreement and these General Terms and Conditions.

The interest charged by the Bank from the Client can be fixed or variable, and if it is changeable - elements whose change affects the change in the interest rate, the periods in which the Bank will change, the manner of change and the reasons for the change are defined in the Agreement between the Bank and the Client. The Bank will keep a notice of the value of contracted variables (such as reference interest rate, exchange rates, etc.) at the points of sale and on the Internet at the daily level.

When calculating the interest charged by the Bank from the Client, the Bank applies a conforming method of calculation or a proportional method of calculating interest, whereby the method of calculation of interest is defined by the Agreement between the Bank and the Client.

The Bank, which deposits its assets with the Bank, pays interest to the Bank in accordance with the provisions of the Agreement and these General Terms and Conditions.

If the transactions concluded by the Bank are foreign to the foreign currency, that is to say, the dinar indexed in foreign currency, the Bank shall apply the exchange rate in accordance with the Agreement during the calculation. When the Agreement provides for certain instruments of securing the Bank's claims, the cost of their establishment and activation shall be borne by the Client.

During the course of its business relationship with the Bank, the Client is obliged, on any basis, to deliver to the Bank, in the Agreement determined by the letter or by the letter of the deadline, supplementary data and documentation that are of significance or influence on this relationship, as well as to inform the Bank about all changes in the data on the basis of which it has been identified as the Bank's Client and which the Bank has in its records, immediately after their change, that is, within the time limit determined by the contract, the Bank's acts or positive regulations. The Bank has the right to unilaterally terminate the existing business / contractual relationship with the Client, if the Client fails to submit the required data and documentation within the agreed / given deadline to the Bank, as well as failing to notify the Bank of the change of data on the basis of which it was identified.

### **III KNOWING CUSTOMERS**

The Bank freely decides on cooperation with the Client, ie whether it will enter into a business relationship with the Client. The Bank has the right to refuse to establish business cooperation with the Client for which it is in accordance with the applicable legal and other regulations and / or its internal acts defining the admissibility of the Client, that it is not acceptable to the Bank, without the obligation to explain such a decision.

The Client of the Bank has the right to receive information, data and instructions related to his contractual relationship with the Bank, in a manner and within the deadlines set by the Agreement, in writing, in writing or on another permanent data carrier.

The Bank is obliged to provide the Client with appropriate explanations and instructions regarding the application of the General Terms and Conditions in relation to a particular financial service, and, if requested, in writing or on another permanent data carrier, submit these conditions without delay.

The Client may request from the Bank for inspection and certain data, as well as a copy of data from the business relationship with the Bank, in accordance with the provisions of the Personal Data Protection Act.

#### ***Identification of Customer***

In order to implement regulations governing the prevention of money laundering and terrorist financing, in order to protect and protect its clients, and in order to effectively assess the needs of clients, the Bank applies procedures to enable identification of clients.

In accordance with the regulations and internal procedures of the Bank, the Client is obliged to submit certain documentation to the Bank, as follows:

- When opening an account or establishing any other form of business cooperation,
- for each transaction (cash or non-cash) or for several interconnected transactions in the amount determined by the relevant positive legal regulations,

- in each transaction in the exchange transaction in the amount determined by the relevant positive legal regulations,
- in any other transaction (cash or non-cash), regardless of its value, if required by the Bank on the basis of positive legal regulations in the field of money laundering and terrorist financing prevention.

The necessary documentation that the Client is obliged to submit The Bank points out on its website in the form of the list of documentation needed to open a certain type of account that is available to clients. The list of documents also contains the manner of submission of documents (original, copies, etc.), as well as the age of the documents, the manner of the certification and other essential elements which the Client is obliged to adhere to when submitting the documentation.

The Bank reserves the right to refuse business cooperation with the Client in case the submitted documentation is not in accordance with the Bank's request.

In addition, the Bank reserves the right to request additional documentation and data from the Client as a condition for establishing business cooperation and / or execution of a transaction that is not established by the List of Documents if it deems it necessary in accordance with the positive legal regulations in the field of prevention of money laundering and financing of terrorism. The Bank may also require the Client to:

- indicate the reasons for opening an account or establishing business cooperation and information about the Client's activities;
- information on the subject of the contract and the contractual parties, if the transaction is conducted on the basis of concluded contracts;
- Information on the origin of the money or property that is the subject of the transaction;
- information about the expected turnover per account;
- Other information that he deems necessary in terms of acting in accordance with the Law on Prevention of Money Laundering and Internal Acts.

The Client is responsible for the truthfulness and completeness of all the data on which the Bank has performed the identification, and is obliged to compensate for any damage, loss or cost incurred as a result of the submission of false and / or incomplete data.

### ***Documentation and Data significant for assessing Customer's creditworthiness***

In order to properly evaluate the creditworthiness of the Client, to achieve successful business cooperation for a longer period and to clearly assess the needs of the Client, it is in the interest of the Client to provide the Bank with initial application for placement as well as for the entire period of use of placements, the minimum data and documentation required by the Bank in accordance with positive legal regulations. The Bank publishes the list of documentation necessary for assessing the creditworthiness of the Bank on its website, for each type of loan that the Bank offers.

The report provided by the Bank from the Credit Bureau of the Association of Serbian Banks shall be obtained with the written consent of the Client. Client shall bear the costs of obtaining the report. If the parties agree that the credit indebtedness of the Client will increase, the Bank will re-evaluate the Client's creditworthiness. During the duration of the business relationship, the Bank has the right to obtain new reports from the Credit Bureau for the client, without its subsequent consent.

Depending on the particular case, the Bank is authorized to request additional information and documentation from the Client.

If the request for a loan is rejected on the basis of an insight into the database of the Credit Bureau of the Association of Serbian Banks, the Bank will notify the Client in writing, without charge, of the data from this database.

## **IV INFORMISANJE KLIJENTA U PREDUGOVORNOJ FAZI**

### ***Advertising and Informing***

Advertising is considered advertising in terms of the law regulating advertising - advertising in the media, at the Bank's sales outlets (brochures, advertising leaflets, etc.), or on the website.

In advertising of deposit and credit services where the advertisement contains an interest rate or any numerical data relating to the price or income, it will clearly and precisely, in a representative example, state all the necessary elements prescribed by the Law on Protection of Financial Services Users and other positive regulations.

The Bank will provide the Client with information and appropriate explanations on the terms and conditions relating to banking service contracts in a way that will not mislead him at any moment, which will allow him to compare the offers of different providers of the same services and assess whether a particular contract corresponds 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 cannot 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 - a bid that is prescribed by the National Bank of Serbia.

The Bank is obliged to submit to the Client who intends to enter into the Agreement on opening, managing and closing the account, the Agreement on the issuance and use of payment cards, the Deposit Agreement or the Loan Agreement, submit the draft of the respective Agreements with all the information identified as mandatory elements of this agreement 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 same.

## **V INFORMING A CLIENT DURING CONTRACTUAL RELATION**

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 change the variable nominal interest rate, if this interest rate is agreed, as well as to change the variable elements that affect the amount of other monetary obligations - inform the Client in writing or on another permanent data carrier, and the beginning of the application of the changed rate, or periodically in accordance with the contract, and shall indicate in that notice the date from which the rate is applied.

If the amount of the fixed interest rate or the fixed element of the variable interest rate, ie 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 writing or on another permanent data carrier, indicating the date from which these changes will be applied.

With the notice, the Bank shall, in the case of a loan agreement in written form or on another permanent data carrier, submit to the Client and an amended loan repayment plan.

### ***The notice on debt***

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

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

Communication between the Bank and the Client means the exchange of data, information, opinions and acts that are important for the business cooperation between the Bank and the Client.

Communication between the Client and the Bank is done through information and advertising material available at the Bank's outlets, the Bank's website, telephone contact, mail, or written communication, on a second permanent data carrier, by electronic means, as well as direct oral communication at points of sale Bank or through the Call Center of the Bank.

Only communication in written form or on another permanent data carrier has the significance for formal legal and material relations between the Bank and the Client.

Communication between the Bank and the Client shall be done according to the addresses specified in the contract or the addresses which the Client informed the Bank after conclusion of the contract.

In the event that the Client does not inform the Bank in a timely manner of changing the address and other data that may affect the regular submission of the Bank's notice, all notices of the Bank shall be considered duly received if they are addressed to the Customer's last address known to the Bank, and the obligation from the notification will be executed:

- a. on the day of delivery of written material - delivery of mail for delivery by registered mail,
- b. on the day of sending the e-mail
- c. on the day of delivery otherwise chosen by the Bank.

The documents and notices that the Client submits to the Bank in a foreign language, at the request of the Bank, shall be submitted in a certified translation into the Serbian language.

The documents, notices and orders the Client submits to the Bank must be clear, complete and unambiguous, clearly filled / written, as well as amendments to the basic requirements. The Bank has the right to use the information provided by the Client to the Bank when concluding the Agreement or signing a request for one of the Bank's services (address, telephone number, e-mail address and other contact details with the Client), for providing information to the Client about products, services and other activities of the Bank and its related persons in the form of messages, brochures, presentations and other forms of business communication.

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

The Bank freely decides on the choice of clients.

The Bank without the consent of the Client has the right to block the use of certain products and services, to terminate the established business cooperation, for the purpose of preventing money laundering and terrorist financing, in accordance with the applicable regulations governing that matter.

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 conflict 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 limits its business activity on certain days or for a specified period of time.

## **VIII RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF CUSTOMER**

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 permanent data carrier during the contractual relationship at his request.



The client is obliged to notify the Bank without delay, and at the latest within the deadline stipulated in the contract, the bank's regulations or regulations, about all changes in their personal and family name, residence status, address of residence / place of residence, e-mail address, telephone number and other changes that are important for mutual communication and smooth conduct of the business relationship between the Bank and the Client, about all the statuses and other changes related to the activity performed and / or which are registered with the competent authority (change of name, seat, activity, etc.) or the scope of the powers of the persons authorized to represent and authorized persons, changes in the persons recorded on the card of deposited signatures and changes in other elements that are essential for settlement of contractual obligations towards the Bank, such as reduction or loss of income, The Client shall bear the damage arising from non-compliance with his obligation to notify the Bank.

### ***Paying***

The client is obliged to pay all salaries under 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 proxy cannot be authorized to further delegate the power of attorney or to terminate or terminate the account without the special power of attorney given by the Client. The power of attorney ceases to exist:

- a. in case of death of the Client or proxy,
- b. loss of business ability of the Client or proxy,
- c. by expiry of the period on which it was issued,
- d. 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.

### ***Right to withdraw***

The client has the right to cancel the concluded loan contract, the agreement on the allowed overdraft and the contract on issuing and using a credit card within 14 days from the date of conclusion of the contract, without specifying the reason for the cancellation.

Upon termination of the contract, and before the expiration of a period of 14 days, the Client is obliged to notify the Bank of its intention to notify the Bank in a way that confirms receipt of this notice.

The client who gives up the mentioned 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 notice, during the use of the loan.

## **IX GENERAL TERMS OF PROVIDING PAYMENT SERVICES**

The provisions of this part of the General Terms and Conditions define the conditions and manner of providing payment services, in accordance with the Law on Payment Services.

***The conditions under which the bank opens and maintains client accounts***

The Bank shall open a multicurrency account to the Client - resident and non-resident on the basis of his / her request and the Framework Agreement, or the contract on opening and maintaining an account concluded by the Bank with the Client and the General Terms and Conditions of Business, as well as on the basis of the necessary documentation specified in the applicable regulations and internal rules of the Bank.

The Bank opens and manages payment accounts that can be current and / or deposit (sighted, unregistered, term, with special purpose or without purpose), whereby each account is assigned a unique identification number at the time of opening. The National Bank of Serbia prescribes closer conditions and the way of opening, managing and closing of current accounts, as well as their unique structure.

The Bank manages the payment accounts in the official currency of the Republic of Serbia and the currencies from the Bank's exchange rate list, in accordance with the provisions of the contract on opening and managing the account and the General Terms and Conditions of Business.

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 permanent data carrier. The Bank ensures that the Services and Fees Review 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, submit the Review on paper at the branch office or at the point of sale of the Bank or other permanent data carrier by electronic means. The client shall fill in the standard request for opening an account and submit to the Bank all necessary documentation established by positive legal regulations and internal rules of the Bank.

In addition to the completed request for opening a payment account, the legal representative or the client's representative is obliged to fill out the card of the deposited signatures and submit all the necessary documentation prescribed by the valid regulations.

The client may authorize one or more persons to conclude, on his behalf and for his account, the Framework Agreement and / or the contract on opening and maintaining an account, as well as to authorize him to perform specific actions on a payment account, in which case he will provide the Bank with a power of attorney on the memorandum client, certified by the seal of the client and signed by a legal representative of the client, authorizing one or more specific persons to perform the said actions. Only the person whose signature has been deposited with the Bank is authorized to manage and dispose of funds in the account within the limits of the authorization, if such exist in the card of deposited signatures.

The depositing of the signature of the person authorized to manage the account will be performed exclusively in the premises of the Bank, in the presence of a person authorized to manage the account and employees of the Bank. The card of deposited signatures shall be kept in the competent organizational part of the Bank.

Deregistered signatures of the proxy are valid until they are canceled in a written form satisfactory to the Bank.

In the event of any modification or amendment of the authority to dispose of an account, such as changing the name of an authorized person (for example, due to marriage), changing a person authorized to represent, changing the seat or changing any other facts (eg amendments to the founding or any other internal documents etc.) of importance for the Client's relationship with the Bank, the Client is obliged to inform the Bank without delay, to submit in the original or in another law prescribed form of the document proving the change, and to fill in a new card of the deposited signatures. Amendments to the information will be legally binding for the Bank from the moment of submitting the necessary documentation to the Bank.

Upon the receipt of such notification, earlier powers shall cease to apply.

Except in the manner set out above, the Bank shall allow the account management only 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.

Contracts on the opening and keeping of dinar current accounts of legal entities and entrepreneurs shall enter into force in accordance with the regulations of the National Bank of Serbia. If the NBS rejects the application of the account in the unique register of account holders with the NBS, the Agreement on

opening and maintaining the dinar current accounts of legal entities and entrepreneurs will be considered invalid.

The Bank shall block the Client's account and enforce the forcible payment, upon the order of the competent state authority for enforcement of enforced collection in accordance with the positive regulations.

In the interests of the Client, in order to reduce the risk of unauthorized disposal of the Account, in case the Client did not initiate financial changes on the Account in a continuous period which can not 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. Debt blocking 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 and terminate the Client's account.

The Bank shall notify the Client of the status and changes in its current account on the time limit and in the manner provided by the contract and the positive regulations. At the request of the Client, the Bank may issue an archival copy, with payment of the appropriate costs to the Bank.

At the request of the Client, on a request of the Client, once a year, through the contracted communication channel, it shall submit a Report on collected fees, which shall contain information on all collected fees for services related to the payment account provided by the Bank to the beneficiary during the calendar year. The report on collected fees 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.

### ***Payment transactions***

Meaning of certain terms:

- The Client is a Payer, that is, an entrepreneur who issues a payment order at the expense of his account or authorizes the execution of the payment transaction on the basis of a payment order issued by the payee.
- The Bank is a Client (payer) Payment Service Provider.
- The recipient of a payment is a natural or legal person designated as a recipient of monetary assets that are the subject of a payment transaction.
- Payment transaction means payment, transfer or payment of funds initiated by the Client or the recipient of payments, and performed regardless of the legal relationship between the Client and the payee.
- Payment order means the instruction of the Client or the payee of payment to his payment service provider requesting the execution of the payment transaction.
- Payment instrument means any personalized asset and / or a number of procedures agreed between the Client and the Bank, which the Client uses for issuing a payment order (eg payment card, mPOS application, mWEB, barcode, QR code, PIN, OTP, Online banking application etc.).
- A unique identifier means a combination of letters, numbers and / or symbols identified by the payment service provider to the payment service user and used in the payment transaction for the unambiguous identification of that user and / or his payment account. A unique identifier is also the number of the Client's payment account, which serves to provide payment services;
- Business day is the day, or part of the day on which the Bank operates so as to enable the execution of the payment transaction to its payment service user.

The Bank performs payment services in a quality and efficient manner in accordance with the Agreement, 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 bank receives transfer orders, payment orders and payment orders. The client shall submit the duly completed order to the Bank at the branch office.



In order to provide the services that are the subject of an agreement on opening and managing a payment account, the Bank assigns a unique identifier to the client, which is used in the payment transaction for the unambiguous identification of the Client and / or his payment account. The Client shall use the unique identifier for each transaction that is the subject of the contract on opening and managing a payment account, and which can be executed only with the exact reference to this unique identifier.

If the Client does not provide the Bank with a unique identifier or any other defective or incorrect essential element of the payment order, or does not execute the authorization, the Bank shall not be liable to the Client for proper and timely execution of the order.

The Bank provides the Client with payment services based on payment orders issued by the Client or on the basis of the Client's consent for execution of the payment transaction on the basis of a payment order issued by the payee. The Bank receives payment orders through its distribution channels, in accordance with the provisions of the contract on opening and managing a certain type of payment account and other special contracts and General business conditions. The Bank receives orders for execution of transactions of payment, disbursement or transfer of funds of the Client. The payment order shall be deemed to have been duly executed if the Bank executes an order in accordance with the unique identifier indicated in the order (payer and / or payee).

The bank will execute a payment order if the following conditions are met: if the payment order is correct, if accompanied by a payment order, accompanying documentation is provided, provided that it is provided for by the rules of foreign exchange operations or the prevention of money laundering and terrorist financing, if the payment account covers a full payment the amount from the order and fee, unless otherwise agreed and if the payment order has been agreed in a contracted manner.

In the event that the above conditions are not met, the Bank has the right to refuse the execution of the payment order. The Bank shall notify the Client of the rejected payment order and, depending on the case, the reasons for the refusal, as well as the possibility of correction, within the deadline established for the execution of the payment transaction.

Payment orders in the amount of up to 300,000 RSD, for which the Client selected the option for instant-urgent payment via electronic banking at the time of completing the payment order for the domestic payment transaction in dinars, or entered the emergency bill on an order submitted to the Bank's branch office, the Bank will execute through the IPS payment the 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. IPS NBS is a payment system for transferring monetary funds in dinars between participants in this system, with the aim of immediate and almost instantaneous execution of payment transactions initiated by users of payment services of these participants, whose operator is the National Bank of Serbia.

If the payment service provider of the payment service provider 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 and will notify the Client thereof before issuing the consent for execution of the payment transaction.

The Bank will always require clear and explicit instructions from the Client in a written form or on another permanent data carrier.

The Bank executes a payment transaction only if the Client has given consent for its execution. The method of granting consent for the execution of the payment transaction depends on the payment instrument and the distribution channel of the Bank. The client approves the execution of the payment transaction initiated:

Card - correctly typed and verified PIN (ATM, POS terminal and other specialized device that enables initiation and execution of payment transactions in this way), entering iPIN and / or other personalized security features required at the point of sale (Internet payment, etc.) ), signature of the Client on the confirmation of the completed transaction (POS terminals that do not have a PIN module etc.); At the counter of the bank by submitting a signed and certified order.

A one-time payment transaction is the placement or withdrawal of funds by a payer or a payee who does not have a transaction account in 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).
- f) by submitting a payment order form;
- g) by delivering the amount of cash required for execution of the payment order.

Consent is issued 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 the payment transaction already carried out - takes over the documents (certificates, certified 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 the payment order for the execution of a one-time 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 a payment transaction, and if the Bank collects these fees collectively - and the type and amount of each individual fee constituting the collective benefit;
- 4) if a currency exchange is performed - exchange rate exchange, ie the reference exchange rate used by the Bank in the execution of the payment transaction, as well as the amount of the payment transaction after the exchange of the currency;
- 5) the date when the funds were made available to the payee.

The client can revoke a payment order at any time prior to the irrevocability of the order, ie before payment of the transaction is executed in the internal payment system, or before the payment order is sent to the NBS execution in interbank payment transactions. The cancellation of the payment order can be given by the Client to a permanent data carrier, by calling the call center or by the manner specified for the authorization of the order by a special contract for a particular service. In the case of an international payment transaction, the client can cancel the payment order in writing in time and in a manner that allows the cancellation to be initiated prior to the execution of the specific payment transaction contained in that account (before the SWIFT message is sent).

In the case of direct debit, the client may withdraw the consent given to the payee no later than the end of the business day preceding the date of the payment order delivery by the payee.

If the execution of a payment transaction is denied, the client is informed in an agreed manner, it will be considered that the payment order has not been received. If the Client removes the defects in the payment order so that they fulfill the conditions for fulfillment, it will be considered that the corrected account has been submitted again, and the Bank will proceed to execution of the order in accordance with the General Conditions. The Bank may charge the Client's payment account without his payment order:

- for the collection of matured fees for services provided by the Bank in accordance with the provisions of the Framework Agreement, matured receivables based on loans granted by the Bank to the Client as well as other matured receivables,
- in case of a wrongly approved payment transaction in dinars and based on the submitted evidence of the payment service provider of the payee,
- in the event of a correction of the Bank's error in the execution of payment transactions or incorrect posting of the debit or authorization of the account,
- as well as in the process of execution or forced collection, which is conducted over the client in accordance with the Law.

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

Time of execution of payment transactions is defined by the Bank's Term Plan, which forms an integral part of the General Terms and Conditions of Business.

Payment orders received after the moment specified in the preceding paragraph shall be deemed to have been received on the next business day.

The Bank will approve the funds in the Payee's Account immediately after this amount has been approved on the Bank's Account, provided 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 has received cash in the first following business day

In international payment transactions, the Bank will approve funds in the account of the Payee in the amount and currency in which the Bank's account is approved, immediately after receiving the notification of approval and with the application of the corresponding document if, in accordance with the regulations governing foreign exchange operations, it is prescribed as 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 originator if the 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 ad Beograd, will be realized on the same day.

If such a method of payment is agreed, the bank has the right to charge the Client's payment account and without his payment order for collecting matured fees for the services provided by the Bank in accordance with the provisions of the Framework Agreement, outstanding receivables based on a loan granted by the Bank to the Client or other matured receivables banks towards the Client. Also, the Bank has the right to charge the client's payment account without his payment order in the execution procedure, ie forcible collection, which is conducted over the Client in accordance with the Law.

### ***mPOS Application***

The Bank accepts payment orders issued using the mPOS application.

mPOS application is a mobile application of the Bank used by the trader as a method of non-cash collection of a fiscal account in two ways:

- The seller enters into the application the amount for collecting and reading or by manually entering the unique authorization code generated by the Buyer Client of the Mobi Banka (mCash service) in its personalized mobile application of the Bank, a confirmation is issued that will charge the current account of the Buyer for the amount of the fiscal account and approve the current account of the trader at Mobi Banka),
- Payment by QR code, or request for approval, can be initiated in two ways:
  - o the trader in the mPOS application generates a QR code with the prescribed elements; the consumer scans this code with his banking mobile application (any commercial bank providing such a service) and thereby initiates the payment - the presentation of the trader;
  - o In its banking mobile application, the consumer generates a QR code with the prescribed elements, and the merchant scans the mPOS application by initiating payment - presentation of the payer.

All requests for approval initiated by the presentation of the trader and the presentation of the payer are sent to the infrastructure of the payment system in which the instant transfer of the authorization is made according to that request.

This way of issuing payment orders and non-cash billing will be possible only at the points of sale of the Bank's Sellers (a residency to legal entities with which the Bank has signed a mCash Service Agreement).

### ***Issuing of payment orders by using mWEB service***

mWEB represents a cashless payment of the bill, or the issuance of a payment order on the Internet retailer's outlets, where consumers have the option of selecting mWEB of Mobi Banka as a method of payment. By choosing this option, you will see a place to enter a unique authorization code that the customer, the physical entity Client of Mobi Banka generates on its personalized mobile application of the Bank (mCash service). By verifying the entered code, a confirmation of payment is made which will charge

the current account of the consumer for the amount of the fiscal account and approve the current account of the trader of the Client, the legal entity of Mobi Banka.

This way of issuing payment orders and non-cash payment of bills will be possible only at the points of sale of the Bank's Sellers (a residency to legal entities with which the Bank has signed the Agreement on joining the mCash service).

### ***Responsibility of the Bank and Customer in performing payment services***

The Client is obliged to use a payment instrument in accordance with the prescribed or contractual terms governing the issuance and use of this instrument, and in particular, immediately upon receiving the payment instrument, take all reasonable and appropriate measures to protect the personalized security elements of that instrument (eg personal identification Number). The Client is obliged to report to the Bank the loss or theft of the Card (basic or additional) without any delay through the Online Banking Application or calling the Call Center of the Bank on the number +381 63 9005, as well as any possible transaction carried out by unauthorized use of the Card or Card data, and that Banks ask for a blockage of further use of the Card. The client can report the lost or stolen card in any branch of the bank with a prominent MasterCard logo. Also, the Client is obliged to report the Card fraud and unauthorized use of the Card to the MUP.

In the event of doubt that the Card has been misused, or that there is a risk that the Card or data from the Card is exposed to any misuse, the Bank may temporarily block it. Re-activation or permanent blocking of the Card will be performed by the Bank with prior agreement with the Client.

The Bank shall not execute payment transactions for which the Client has not given consent in the manner determined by the General Terms and Conditions (unauthorized payment transaction). In the event of an unauthorized payment transaction, the Bank will return the Client's payment account to the condition that the unauthorized transaction is not executed, or will make a refund of the amount of the unauthorized transaction and all the fees charged on that occasion. The Bank is obliged to proceed in the aforementioned manner if the client informs the Bank about the unauthorized payment transaction, immediately after the knowledge, and no later than 15 days after the day of indebtedness, under threat of loss of the right to return and other rights prescribed by law. Upon expiration of 15 days, the Bank shall proceed in the said manner only if it has not provided the Client with information on the unauthorized payment transaction during that period. 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.

The Bank may cancel, and without the Client's special consent, posting made by gesture to the Client's account.

The Bank shall not be liable for the unsettled or improperly executed payment transaction initiated by the Client, the payee or the Client through the payee, which occurred due to actions or omissions on the part of these persons. In the event that the payment transaction is improperly performed or not executed due to the fact that an incorrect unique identifier has been provided, the Bank will take all reasonable measures at the request of the Client in order to obtain information about the cash flows of the payment transaction.

In the case of a payment transaction initiated by or through the Client's payee, the payment service provider of that payee is responsible to the payee for the correct payment of the payment order to the Bank, and if the amount of the payment transaction is approved on the payer's payment service account of that payee, he is liable to the payee for correct execution of the payment transaction.

For payment transactions initiated by a standing order, the Bank will not be liable if the funds on the Client's account are insufficient, if the instructions, third party's invoices or similar documents are not clear or not delivered in due time to the Bank.

The client incurs losses arising from the execution of unauthorized payment transactions up to the amount prescribed by the Law, if these transactions are made due to the use of:

- 1) a lost or stolen payment instrument, or
- 2) a payment instrument that was misused because the Client failed to protect his personalized security features.



The Client shall bear all the losses arising from the execution of unauthorized payment transactions, if these transactions were made due to his fraudulent actions or if the payment transaction was executed on the basis of a lost, stolen or misused payment instrument when the client failed to protect his personalized elements, as well as the non-fulfillment of the undertaken obligation due to intent or gross negligence.

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 preceding paragraph 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 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 the recipient of payment at least 28 days before the maturity date provided the Client with information on the future payment transaction in a contractual manner.

The bank shall not be liable, and within the limits of the relevant legislation, for the damage resulting from the possible execution of a counterfeit or forged order.

The Bank does not bear any responsibility for the legal validity and credibility of the documents provided by the Client.

The signature and the seal of the Bank on the received order or instruction shall be considered as acknowledgment of receipt, and not by accepting the obligation to act on that order and / or instruction.

### ***Change of payment account***

A change in the payment account is a service allowing the Client to transfer a payment account with 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 a copy or copy thereof as evidence of the receipt of the authorization.

By authorization, the Client may determine permanent orders, direct debit consent, acceptance transfers, as well as other payment services whose execution is transferred to a new payment account, provided that 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, in accordance with that authorization, to carry out 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.

Within five business days from the date of receiving the requested information, the Bank shall, in accordance with the authorization and all received information, carry out the following actions:

1. activates the permanent orders that the Client has appointed in the authorization and executes them from the day determined in the authorization;
2. provide the conditions for executing direct debit which the payment service user has determined in the authorization starting from the day determined in the authorization;
3. Notify payment service users and other rights related to the execution of direct debits that have been agreed (eg the right to reduce the amount of direct debits, to comply with each individual direct debit, to block direct debit);
4. payers initiating the execution of multiple receipts of transfers of the authorizations notified in the authorization of a new payment account of the payment service user and submitting them a copy or a copy of the authorization;
5. the recipients of payments initiating a payment transaction for the direct debit of the payment service user account, which are specified in the authorization, informs of a new payment account and the date from which direct debits will be executed from that payment account, whereby a new payment service provider The notification shall also provide a copy or a copy of the authorization.

When transferring the Client 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 of funds on the Client's accounts, the existence of reserved and matured liabilities in the accounts, liabilities towards the Bank by 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 item.

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

### ***e-Bank***

Electronic banking is a set of services and services that enable the User to perform domestic payment transactions electronically and / or use information services, review the balance and changes in the Account.

The user of electronic banking can only be a User who has a current account opened in the Bank.

The user may request the inclusion in the operation of the electronic banking bank when opening the account or subsequently while maintaining the account.

Contract and documentation requiring the inclusion in the operation of electronic banking, assigning new and changing existing authorized persons and authorizations and termination of authorization for the use of electronic banking shall be signed by a person authorized to represent the User.

The consent for the execution of payment orders via electronic banking shall be provided in the manner provided for by the Electronic Banking Agreement and the Application for the use of the said service.

The payment service user is responsible for the correct use of the electronic banking service.

The smart card that a user receives from the Electronic Provider contains an electronic certificate and represents an identification instrument that allows the User to work on the current accounts of the User opened with the Bank. User's authorization for issuing payment orders to current accounts The User defines the Electronic Banking Application. Using the digital certificate ensures reliable user authentication. The Bank enters the User into the electronic banking service that already has a smart card, and for the purpose of ordering new smart cards, the Bank will direct the users to the Electronic Services Provider to carry out the necessary activities for ordering and creating a smart card itself.

Qualified electronic signature is an electronic signature that meets the requirements laid down by law and which reliably guarantees the identity of the signatory, the integrity of electronic documents and prevents subsequent denial of liability for their content.

The user is obliged to keep all the passwords that he uses to access the electronic banking services as a secret. Any damage arising from non-compliance with this provision shall be borne by the User.

The user is obliged to monitor the outcome of financial transactions performed through some of the electronic banking services by insight into transactions on the account.

The Bank shall not be held liable in the event that the account is denied in the payment system.

The user may cancel further use of the electronic / mobile banking system solely in writing.

## **X 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.

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

If a variable interest rate is agreed, the conditions for changing the interest rate shall be defined by the Agreement between the Bank and the Client.

If during the validity of the Agreement the regulations that in any way affect the calculation, amount and collection of interest, fees and expenses arising from the Agreement, the Bank has the right to change the amount of interest, fees and expenses determined by the Agreement from the moment of application of such regulations.

In accordance with the Law on Deposit Insurance, the Bank provides deposits of entrepreneurs, small and medium-sized legal entities.

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

## **XI LOANS**

The Bank approves all types of loans and issues guarantees and other forms of security to the Clients in accordance with the Law, other regulations and acts of the Bank. The Contracting Authority is deemed to be fully in agreement with the signing and taking over of the loan, guarantee, guarantee, and all supporting documents. with the form and content of the downloaded documents.

The Bank approves placements assessing the business performance and creditworthiness of the Client, the degree of risk, the economic justification of the placements, and the volume and level of business cooperation of the Client with the Bank.

The Bank shall consider each duly filed the Client's request and inform the Client of its decision within a reasonable time.

In order to approve the placement, the Client is obliged to provide the Bank with instruments for ensuring the proper settlement of obligations towards the Bank in accordance with the Law and its General Conditions. The Bank has the right to unilaterally terminate the Agreement in accordance with the provisions of the Law, as well as in the cases stipulated by the Agreement, the special terms and these General Conditions, and will inform 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 is automatically matched, 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 the security assets 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 Bank has the right to rely on any instruction signed by the Client's representative and certified by the Client's official seal.

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

The Client agrees that all data on the amounts of its balance sheet and off-balance sheet liabilities at the Bank, as well as all other data about it and its operations, which are available to the Bank, will be available to the members of the Telenor Group as needed.

The client also agrees that the data on the amounts of its balance sheet and off-balance sheet liabilities with the Bank, through the information system of the National Bank of Serbia, will be made available to banks and other financial organizations in the territory of the Republic of Serbia at their request.

## **XII CONDITIONS FOR PERFORMING CREDIT ACTIVITIES**

### ***Amount and currency of the Loan***

The Bank approves loans to customers in RSD, with or without a foreign currency clause, and in foreign currency, in accordance with the provisions of the Agreement concluded between the Bank and the Client and in accordance with the Law.

When approving a loan indexed in foreign currency, the Bank will apply the official middle exchange rate and the date of settlement applicable to the repayment of the loan.

### ***Granting Loan***

The Bank concludes with the Client the Contract on the basis of the Decision of the competent Credit Committee of the Bank. If the Client fulfills all the conditions stipulated by the Agreement, the Bank shall approve the loan to the Client within the agreed period upon receipt of the request for withdrawal of funds by the Client, in the form determined by the Bank. Once accepted by the Bank, the Request for withdrawal of funds shall be deemed irrevocable.

Under any circumstances, the Bank is not obliged to release the loan into the course before all of each of the following and following conditions are met:

- a) the entry into force of all security instruments specified in the Agreement;
- b) submitting to the Bank by the Client the complete documentation related to the loan, in accordance with the Bank's requirements
- c) other conditions provided by the Contract.

### **Purpose of the Loan**

The client is obliged to use the loan funds in accordance with the agreed purpose. The Bank is authorized to control the purpose of using the loan at any time.

If the Client uses the loan contrary to the purpose for which it is approved, the Bank has the right to unilaterally terminate the Contract and claim from the Agreement in its entirety as mature.

### ***One-time fee***

Before issuing a loan in the course, the Bank will collect a one-time fee for the approval of the Loan to the Client, which is calculated in relation to the total amount of the Loan, in accordance with the provisions of the Agreement

### ***Interest and payment of interest***

The client is obliged to pay interest to the Bank in accordance with the provisions of the Agreement and the decision on interest rates of the Bank. 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 due for payment on the day provided for in the Agreement.

After the interest rate has been changed, the Bank is obliged to prepare a new Annuity Plan for the Client which will determine the amount of an annuity that the Client is obliged to pay to the Bank at the end of the current Interest Period, and shall submit it to the Client in an appropriate manner.

Pursuant to the NBS Decision, an integral part of the Agreement is a Review of the essential elements of loan repayment and loan repayment plan.

If the Client fails to fulfill his obligation within the agreed term - on maturity and the outstanding obligation is applied the rules on interest rate applied in the case of debt arrears prescribed by the law governing the obligatory relations.

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

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

In case of premature repayment, the Client is entitled to deduct the total loan price for the amount of interest and expenses for the remaining period of the contract.

The client can repay the loan in advance, partially or in whole, provided that at least 2 (working days: two working days) prior to prepayment, the Bank informed the Bank of the date of early repayment, with the obligation to pay the fee in the amount stipulated by the Agreement, unless the Contract explicitly specifies the amount of compensation for early repayment of the loan made by the Client with prior announcement, the Client is obliged to pay to the Bank the fee for early repayment of the loan in accordance with the valid Tariff of the Bank. If the Client executes the repayment of the loan before the agreed deadline, without prior notice to the Bank, it is obliged to pay the fee in the amount stipulated by the Agreement, unless the Agreement explicitly specifies the amount of the fee for early repayment of the loan made by the Client without prior announcement, the Client is obliged to pay the Bank fee for early repayment of the loan without prior notice in accordance with the valid Tariff of the Bank.

### ***Insufficient payment***

If at any time the Bank receives an amount less than the due and payable amount per

The Bank will use the funds received as follows:

- a. First, for settling the debts, commissions, charges and expenses that have been owed;
- b. Second, to settle unpaid default and contracted interest;
- c. Finally, the remaining funds received in this way will be used to settle the outstanding principal; all this regardless of the instructions that the Client can give in the opposite sense.

## **XIII PAYMENT CARDS**

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

The Bank issues and delivers the Card to the Client in accordance with the Contract. The card reads in the name and is not portable. The card is created automatically when the Account is opened and the Request for opening the Account also includes the Card Issue Request.

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 the Account.

The card shall be issued with a validity period which is printed on the Card and the same shall cease to be valid on the last day of the month specified on the Card.

The Bank automatically renews the validity of the Card by issuing a new one in the event that the Client does not cancel the use of the card no later than 30 days before the expiration date.

If the Client abandons the use of the Card after the Bank develops the Card, the Client will be obliged to compensate the Bank for all expenses regarding the creation of the Card.

Activation of the Card can be done exclusively through Internet or Mobile Banking (hereinafter referred to as "Online Banking Application" by the Client in the process of activating the Card through the Online Banking Application by selecting a PIN that will be used with the Card. Card may be used on ATM terminals and the Internet only after successful activation of the Card and PIN selection.

The Bank allows the Client to make a change of PIN through the ATM or via the Online Banking Application, subsequently, during the use of the Card. If a change of PIN is initiated through Online Banking Applications, the Client is obligated to perform the first subsequent transaction only at the ATM by entering a new PIN in order to successfully complete the PIN change process and only after this transaction the Client will be able to use the Card at POS terminals.

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

Transactions that can be carried out with the Card can be cash and non-cash, 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.

The Client may use the Card provided that he has coverage on the Account Card at the time of use.

The Client may use the Card for non-cash payment of goods and services at home and abroad and for cash withdrawal at the places where the MasterCard acceptance mark / sticker is displayed, and only up to the amount of the Card account at that moment.

The card allows for contactless payments on terminals that support this type of payment. The user is obligated to enter a PIN at the terminal that accepts the Card in case of contactless payment, and if requested due to the amount of the transaction amount.

The card can be used to raise cash and pay for the benefit of third parties at bank counters and post offices.

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

Only at ATMs of Mobi Banka The client can use the Card for payment of the RSD currency to his account, as well as for payment and payment of the EUR currency with and on his / her account. When paying goods and services over the Internet, where required, the Client enters the CVC2 code from the back of the Card used to verify the Card and the Client.

Additionally, if this option is supported by the Cardholder 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 on the specially designed Internet site, which the Bank will make available to it.

When paying goods and services by Card, if required, the Client signs a slip. The client is obliged to keep copies of the slip / account for the needs of any possible complaint.

When using the Electronic Devices (ATM, POS) card that requires PIN entry, the Client identifies 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.

Based on the electronic record of the transactions carried out using the Card, the Card Account is charged as well as for the costs and fees for these transactions. The Bank does not bear responsibility for damages arising from the use of Cards 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 disappearance of electricity, etc. The Bank shall not be liable for any potential refusal by the merchant to accept the Card. The Bank shall not be liable for any disputes concerning the qualitative and quantitative defects of goods and services paid by the



Card. Using the Card may be disabled in electronic readers due to physical, thermal or magnetic damage or deformation of the Card. In these cases, the Bank shall not be liable for the inability to use the Card.

For payment of transactions made by the Bank, the Bank lends to the Client the 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 Card using and to pay all fees and expenses in accordance with the Contract.

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

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

- Keep the Card and know where it is at any time;
- The card must be signed by the Client;
- The PIN number should be stored and held separately from the Card;
- The PIN number must be kept secret and cannot be disclosed to another person;
- When entering the PIN number at the ATM or POS terminal, you need to preserve your privacy;
- Personal data and card information may not be given to other persons by telephone, e-mail, etc.;
- Do not leave the Card in a visible or unprotected place, or in a place where it is available to other persons (workplace, car, etc.);
- The card may not be given to another person for use;
- Always check the amount in the account (slip) before it signs and / or inserts the PIN and approves the transaction;
- When paying the bill, the Card should not be left unattended and always check whether the card is returned to the Client after the payment is made;
- Do not allow the merchant to carry the Card outside the Client's field of vision;
- keep all accounts (slips) for the control they will perform after obtaining a statement from the Bank.

The Client is obliged to report to the Bank the loss or theft of the Card (basic or additional) without any delay through the Online Banking Application or calling the Call Center of the Bank on the number +381 63 9005, as well as any possible transaction carried out by unauthorized use of the Card or Card data, and that Banks ask for a blockage of further use of the Card.

In the event that the Client is unable to report the lost or stolen Card through the Online Banking Application or by calling the Call Center, as well as in the case where the Client is located abroad, he can report the lost or stolen Card in any branch of the bank with a prominent MasterCard logo.

In case of unauthorized use of the Card or data from the Card, the Client is obliged to report to the Bank immediately after this knowledge, and within 45 days from the date of indebtedness, the transaction carried out by unauthorized use of the Card, or data from the Card in which the case shall bear the losses resulting from unauthorized use up to the amount determined by the Law on Protection of Financial Services Users.

In the event that the Client reports to the Bank a transaction performed by unauthorized use of the card, or information from the Card, in addition to the application in writing, he shall be obliged to inspect the Card, the application to the MUP, the passport if required by the Bank in the specific case.

The client shall not bear the losses incurred on the basis of transactions made after the Bank of loss, theft or unauthorized use of the Card, or information from the Card, unless the Client himself committed an abuse or participated in abuse or acted with intent to deceive.

In the event of doubt that the Card has been misused, or that there is a risk that the Card or data from the Card is exposed to any misuse, the Bank may temporarily block it. Re-activation or permanent blocking of the Card will be performed by the Bank with prior agreement with the Client.

The Bank will replace the Card (plastic) with the Client in case of any damage to the Card, which may result in the inability to continue its use, and the Client shall bear the replacement costs.

The Bank manages the use of card usage channels (POS, ATM, Internet), as well as daily and monthly consumption limits, via the Online Banking Applications.

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 refused as a result of the set limits.

The card is an integral part of the Account and it cannot be extinguished except in case of account closure. Extinction of the Account is only possible after it has been established that all transactions have been made using the Card booked, or that there are no reserved funds in the Account for which the Card is linked.

#### **XIV COLLATERAL**

The Bank accepts the following collateral:

**MORTGAGES** - the subject mortgage may be immovable property of legal and physical entities, which by law can be marketed, and that was after the discretion of the Bank sufficient to ensure the claims.

**PLEDGE** - the lien is registered in the appropriate register, the movable property of legal and natural persons who by law cannot be marketed.

**GUARANTEE DEPOSIT** - Term Deposit Guarantee Agreement, 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 bill, in accordance with the Bank's requests and instructions.

**AUTHORIZATION OF DIRECT DEBIT** - the authorization by which the Client, irrevocably and unconditionally, authorizes the Bank to issue a payment order in case of non-execution or incorrect execution of any outstanding financial obligations taken over by the Agreement concluded with the Bank and submit it for execution to the bank in which the Client has an opened account.

In addition to the usual means of security, the bank may also accept other types of security, for example, security, cession and other.

If the pledge is contracted on a movable or immovable item, the Client is obliged to submit to the Bank an estimate of the market value of the immovable and / or movable property. The client irrevocably and unconditionally accepts the obligation to submit to the Bank by the end of the loan repayment period a valuation by the authorized appraiser of the Bank, at least once in a period of three years.

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, prearranged 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 remembers the client's obligation to the bank under a certain contract, the Bank will inform the client, or the provider of security means, in writing 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.

## **XV PRICES OF BANKING SERVICES – INTEREST RATES AND FEES**

The amount of interest rates and amounts of fees and commissions for all banking activities or services performed are specified in the Catalog and tariff of the products and services of Mobi Banka for legal entities and entrepreneurs.

The amount, character (variability) and the 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 and tariff of the products and services of Mobi Banka for legal entities and entrepreneurs, and the Agreement between the Bank and the Client.

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

### ***Nominal interest rate***

Nominal interest rates are determined within the price regulations and product catalogs for each segment of the bank's operations with micro clients and legal entities. 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 a monthly period from the number of days in the month for which the interest is calculated.

The nominal interest rate can be unique or composite.

The unique nominal interest rate is expressed in a certain percentage amount. The composite nominal interest rate consists of two elements: interest rate referents (EURIBOR, LIBOR, BELIBOR, referent interest rate of the National Bank of Serbia) and margins.

The Bank shall contract a clause on the variability of a single interest rate or margin at a composite interest rate.

The mentioned variation clause allows the Bank to, in exceptional cases, lead to significant changes in the market, and according to business policy decisions, these interest rates are corrected at higher or lower levels.

Exceptional cases that lead to significant market changes can be:

- a. change in the price of the source of funds from which the Bank is financed by the financier of the Bank,
- b. change of legal regulations or acts of the NBS,
- c. a change in the situation in a country that leads to a change in the country's risk assessment (rating) and affects positively or negatively at the cost of the financial resources offered by foreign financiers to the Bank,
- d. liquidity and general creditworthiness of economic entities that are clients of the Bank and which affects the price of risk of placement,
- e. changing the trend of competition.

Notwithstanding the aforementioned reasons, the Bank reserves the right to change the agreed interest rate with all beneficiaries, in case of unintentional use of the placed funds, not compliance with the provisions of the Agreement that regulate the envisaged volume of payment transactions, increase the risk of placement due to changes in the liquidity and creditworthiness of the client and other provisions of the Agreement.

Variable components of the composite interest rate can be negotiated by linking the interest rate for EURIBOR, EONIA, LIBOR, the reference interest rate of the National Bank of Serbia, the interest rate on the deposit facilities of the National Bank of Serbia, BELIBOR, BEONIA. Thereby:

- a. EURIBOR is the interbank reference interest rate applied in the euro zone. It is established by the European Banking Federation and the Association for Financial Markets. It is calculated as the average of interest rates within the panel of first-rate banks offering funds for a certain period, and publishes every working day in Brussels and applies two working days from the date of publication. Depending on the maturity of the offered funds, the weekly, two-week, three-week, monthly, three-month, six-month, etc. are different. EURIBOR. The frequency of the change (updating) of this interest rate determines the frequency of the change in the total nominal interest rate.
- b. EONIA (Euro Overnight Index Average) is the overnight interest rate for euros calculated as the weighted average of all overnight lending on the interbank market by the banks of the Euro Zone.
- c. LIBOR is the daily base rate based on interest rates offered by banks for lending to other banks in the London banking money market. It is published by the British Association of Banks every working day. Depending on the maturity of the offered funds, the weekly, two-week, three-week, monthly, three-month, six-month, etc. are different. LIBOR. The frequency of the change (updating) of this interest rate determines the frequency of the change in the total nominal interest rate.
- d. The reference interest rate of the National Bank of Serbia is the starting interest rate on the basis of which the interest rates for money market operations are determined. It is the highest, ie the lowest interest rate applied by the National Bank of Serbia in the process of conducting repurchase transactions, ie the purchase of securities with a maturity of 12 to 16 days. The change of this interest rate is performed by the National Bank of Serbia, the intervals are neither determined nor determined. The published reference rate of the National Bank of Serbia remains valid until the next official change.
- e. The interest rate on the deposit facilities of the National Bank of Serbia is overnight interest rate for the deposit of surplus liquid assets of banks with the National Bank of Serbia.
- f. BELIBOR (Belgrade Interbank Offered Rate) is the reference interest rate for dinar funds offered by Panel banks in the Serbian interbank market. It is calculated as the arithmetic mean of the quotation of the remaining after eliminating the highest and the lowest rate, with two decimal places. Depending on the maturity of the offered funds, the weekly, two-week, monthly, two-month, three-month, and six-month BELIBOR.
- g. BEONIA (Belgrade Overnight Index Average) is the effective overnight rate calculated as the weighted average of all overnight lending in the Serbian interbank market, which were placed by Panela banks, including placements with other banks outside Panel.

The amount of the interest rate is fixed at a fixed percentage, or in the sum of the reference interest rate (LIBOR / BELIBOR / EURIBOR, etc.) and a certain percentage (margin).

If the nominal interest rate is expressed through two components, the reference interest rate and the margin, the adjustment is made in accordance with changes in the reference interest rate, in a manner regulated by a contract concluded with the client.

Nominal interest rates are expressed in percentages with two decimal places at the monthly or annual level. The annual interest rate is 365 calendar days, and the monthly period is the number of days in the month for which the interest is calculated.

### ***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 manner.

The effective interest rate is the decoupling rate that is calculated on an annual basis.

The cash deposit of the deposit (cash flows of the deposit) includes the calculation of the effective interest rate on loans that are approved with deposit taking. 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.

If the effective interest rate changes due to changes in the elements on the basis of which it is accounted for, and what is the impact on the loan in use or the deposit, the bank shall notify the Client of that change.

The new loan repayment plan / deposit plan is formed with the balance of the loan / deposit from the moment of the beginning of the application of the changed element of the effective interest rate to the day of repayment of the loan / payment of the deposit in accordance with the contract

***Fees, provisions, penalty interest and tax fees***

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

Fees may be one-off or periodic. Periodic fees are variable, which means that in exceptional cases that lead to significant changes in the market, and according to business policy decisions, these rates can be adjusted to more or less. Exceptional cases that lead to significant market changes can be:

- a. change in the price of the source of funds from which the Bank is financed by the Bank's financier,
- b. change of legal regulations or acts of the NBS,
- c. a change in the situation in a country that leads to a change in the country's risk assessment (rating) and affects positively or negatively at the cost of the financial resources offered by foreign financiers to the Bank,
- d. liquidity and general solvency of business entities that are clients of the Bank and which affects the cost of risk of placement,
- e. changing the trend of competition.

The Bank calculates and charges fees for cases of early repayment of loans in accordance with the provisions of the Agreement or the Tariff, as well as in case of failure to maintain the contractual volume of the Client's payment operations with the Bank.

The Bank calculates and charges a periodic fee for the unused amount of the allowed overdraft on the current account, the unrealized amount of investment loans, project financing and foreign currency guarantees issued as collateral for cross border loans. For the allowed overdraft on the current account, the calculation is done on the balance of the unused amount, and on the last day of the month, for investment loans and project financing, the calculation is performed on the same day when the calculation of interest is made, and with foreign currency guarantees issued as collateral Cross border loan settlement is done quarterly.

The calculated interest / fee is due for payment on the day of the calculation, and the deadline for settlement of the due liability is a tolerant period that cannot be longer than the deadline prescribed by the Contract.

The basis for calculating fees, the method and deadlines for collecting the calculated fees are regulated by the Bank's acts.

For all matured placements and receivables, the Bank calculates and charges interest to the Client for untimely settlement of liabilities or default interest, which is calculated by the date of final repayment.

The Bank may calculate the legal default interest on matured but unpaid fees.

The Bank also charges the Client with Value Added Tax for services that are in accordance with the Law on Value Added Tax.

**XVI EXCHANGE AND FOREIGN MARKET ACTIVITIES AND EXCHANGE OPERATIONS**

The Bank executes orders for the purchase 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.

Valuable exchange rates are clearly highlighted in branches, ATMs and online Online Bank applications.



Users who purchase an item of money in excess of € 5,000, or equivalent in another foreign currency, are obliged to make this purchase 48 hours earlier. The Bank performs exchange operations in its branches, ATMs at certain locations, as well as through its electronic application for performing exchange transactions under the following conditions:

1. When performing exchange transactions, the Bank applies a buying, ie sales course in the range between the purchase and selling rate from its current exchange rate list for the effect;
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 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 30 minutes for the execution of the request for the purchase or sale of foreign exchange, after which the execution of the request will be disabled.

## **XVII ASSIGNATION 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 Client agrees that the Bank may communicate the User's information to the Bank to the Receiver, thus exempting the Bank from the obligation to keep banking secrecy.

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

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. The Bank will notify the Client in a timely manner for the information in a timely manner that the collection of claims is performed by a third party on behalf of the Bank.

## **XVIII BANKING SECRET**

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

- a. Data on approved loans, guarantees and other transactions concluded with the Client;
- b. Client's status data, data relating to the financial position and transactions, as well as on the ownership or business links of the clients;

- c. Personal data of counsel, proxy and procurator
- d. Data on the operations of the Client through current and giro accounts and data on the balance in these accounts;
- e. Data on savings deposits and other deposits;
- f. 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:

- a. public data and data available to interested parties with a legitimate interest from other sources;
- b. consolidated data on the basis of which the identity of the individual client is not revealed;
- c. data on shareholders of the bank 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;
- d. 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 perform, 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:

- a. on the basis of a decision or request from the bodies of internal affairs or judicial authorities;
- b. for the needs of the authorities responsible for the prevention of money laundering in accordance with the regulations governing the prevention of money laundering;
- c. in connection with the enforcement procedure on the property of the Client by the competent state authority;
- d. regulatory and supervisory bodies of the Republic of Serbia for the performance of tasks within their competence;
- e. person established by banks for the purpose of collecting data on the total amount, type and timeliness in fulfilling obligations of legal entities that are bank clients;
- f. to the competent authority in connection with the supervision of the payment operations of legal entities performing activities in accordance with the regulations governing payment operations;
- g. to the tax administration in accordance with the regulations governing the activities under its jurisdiction;
- h. the authority responsible for foreign exchange control;
- i. at the request of the deposit insurance organization in accordance with the law governing the deposit insurance;
- j. the members of the group within which the Bank operates to see the overall performance of the group;
- k. foreign regulatory body, under the terms and conditions stipulated in the cooperation agreement concluded between that person and the National Bank of Serbia;
- l. state authorities of the Republic of Serbia, judicial authorities, prosecuting authorities and bodies that exercise public authority when necessary to protect the Bank's interests.

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

The Client expressly expresses its consent 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, as well as other information considered as bank secrecy forward 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 Credit Abuse and Payment Cards at the Serbian Chamber of Commerce, the external auditor of the Bank, members of Telenor Group, as well as 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

## **XIX CONDITIONS FOR AMENDMENTS, SUPPLEMENTS AND TERMINATION OF BUSINESS RELATIONSHIP AND CLOSING PAYMENT ACCOUNTS**

The bank shall submit to the Client a proposal for amendments to the provisions of the contract on the provision of payment services in a written form on a permanent data carrier, at the latest two months before the proposed day of the beginning of their implementation. The Bank is obliged to notify the Client at the same time as the submission of the proposal about the right to terminate this Agreement before the date of the beginning of the application of the proposed amendments without payment of fees and other expenses, if it does not accept the proposal.

Upon receipt of the said proposal, the Client may agree that the proposed amendments produce a legal effect before the proposed date of their application. Except as otherwise provided in the Agreement, these General and / or Special Conditions, the law and other regulations and internal acts of the Bank, the Client and the Bank may, at their own discretion, at any time terminate the mutual business relationship, with or without notice. The client has the right to settle all his liabilities towards the Bank.

The legal effect of termination occurs immediately, unless otherwise provided by the Agreement, these General Conditions, Law and other regulations and internal acts of the Bank.

Even if otherwise agreed between the Bank and the Client, the Bank may at any time terminate its business relations, especially in the following cases:

- a. The Client does not make about the maturity partially or in full any any monetary or non-monetary obligation that he has under the Contract;
- b. The Client violates any obligations of the Agreement;
- c. If it is found that the loan was granted on the basis of incorrect, fraudulent and falsified data relevant to the decision of the Bank to approve the loan, and which facts are established after the conclusion of the Agreement,
- d. If there is a procedure for enforced execution on the property or personal income of the Borrower;
- e. If, for any reason, any of the security instruments provided for by the Agreement loses legal validity or changes the value so that in the opinion of the Bank no longer provides sufficient security for the Client's obligations, and the Client at the invitation of the Bank and within the appropriate time limit specified by the Bank, does not replace this security, which in the opinion of the Bank is sufficient security of claims under the Contract;
- f. If it does not accept the change of the contract in cases when it is provided for in the General Business Conditions, or notifies the Bank of its acceptance within the cancellation period specified in the contract;
- g. If it does not enable the Bank to control and monitor the loan and total business,
- h. If it exposes the Bank to reputational risk, abuse of the use of banking services for the purpose of money laundering and terrorist financing;
- i. If the funds of the approved loan are not released in the course of 45 days from the date of signing the Contract;
- j. If during the period from the loan approval to its realization, any new items in the Credit Bureau Report are recorded in relation to the report on the basis of which the Bank issued the Decision on the approval of the loan;
- k. If the Client uses the loan contrary to the purpose for which it is approved;
- l. If the Client has ceased to meet the creditworthiness conditions or if the loan creditor's creditworthiness has been reduced before or after the release of the loan into the course;
- m. And in other cases provided for in the applicable legal regulations.

The Bank also reserves the right to collect all claims from the Client and other responsible persons on the basis of bills of exchange and / or checks in the sense of the right to full reimbursement of the amounts and related receivables, and to the full settlement of the bank's claims.

The Bank shall execute the account closing in accordance with a written request of the Client, legal representative, proxy, 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 the Client.

Upon receipt of the request for closing the account, the Bank calculates all the related interest and fees and assigns them in full to the account, the remaining part of the funds in the account is paid to the Client.

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

If the Bank is aware that the Client - a legal entity has been deleted from the public register in which it is registered, by direct insight into the registry (on the official website of the Business Registers Agency or

other registry authority) or by receiving a notice in written or electronic form from the competent registration authority or another state authority (the National Bank of Serbia or the Tax Administration, etc.), the Bank may extinguish the Client's account without his protection, in accordance with the applicable regulations and internal acts of the Bank.

Upon termination of the account, the Bank shall, at the request of the Client, at the request without charge, submit a Confirmation on the suspended account and settled obligations regarding the opening, keeping and closing of the account on a permanent data carrier.

## **XX COMPLAINTS**

The Client may file a complaint in writing to the Bank if it considers that the Bank does not comply with the provisions of the Law on the Protection of Financial Services Users, other regulations governing these services, the General Terms and Conditions of Business, good business practices and obligations from the Agreement concluded with the Client, which should contain personal data of the Client and the reasons for filing a complaint.

The client has the right to object within three years from the date when the violation of his right or legal interest was violated.

The bank is obliged in written form to submit to the complainant a clear and understandable reply to the complaint no later than 15 days from the date of receipt of the complaint, and it is also obliged in that reply to point out to this applicant his right to file a complaint with the National Bank of Serbia. If the Bank assesses that the Client's complaint is established, it shall notify the Client whether the reasons for which the complaint has been filed has been removed, or the deadline for their removal.

If the Bank fails to reply to the Client within a deadline or informs the complainant that the complaint is unfounded, the Client may notify the National Bank of Serbia in writing, in which case it will appreciate if its rights are really violated and take appropriate legal measures if it assesses that the violation exists.

In the procedure regarding the complaints of the Client - the provisions of the Law on Protection of Financial Services Users and the Decision of the National Bank of Serbia on the manner of acting by the bank and the lessor on the complaint of the users of financial services and the manner of acting of the National Bank of Serbia according to the information of these beneficiaries shall apply accordingly.

If he is dissatisfied with the response to the complaint or his reply is not delivered within the deadline, the complainant may, before the initiation of a lawsuit, file a complaint with the National Bank of Serbia, in writing, if he considers that the Bank does not comply with the provisions of this law, other regulations that regulate these services, general business conditions or good business practices relating to those services or obligations under the contract concluded with the user or the complainant.

At the proposal of the Client or the Bank, mediation procedure can be initiated before the National Bank of Serbia. The agreement of the parties reached in the mediation procedure before the National Bank of Serbia shall have the power of an executive document under the conditions provided for by law.

## **XXI APPLICABLE LAW AND MODEL OF 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 settled by the competent court according to the Bank's headquarters.

The Bank reserves the discretion to initiate appropriate legal proceedings against the Client and before any other competent court.

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

## **XXII TRANSITIONAL AND FINAL PROVISIONS**

These General Terms and Conditions shall enter into force fifteen days after the date of their publication in the Bank's business premises and on the Bank's website.

These General Terms and Conditions may be amended or supplemented by a decision of the Bank's Board of Directors or replaced with the new General 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 Internet site - the Bank's website.

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 provisions of the General Terms and Conditions with any provision of the applicable Agreement, the General Bank Act, or the provisions of the Special Conditions for a particular type of business and products of the Bank, the provisions of the applicable Agreement, the General Act or special conditions shall apply until the decision of the Bank's managing bodies in each case, by which this disagreement is removed in a manner satisfactory to the Bank, 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 only if their application is indisputable, if specifically provided for by the provisions of the contract or by a special annex to the contract between the client and the Bank, or if so provided for by compulsory regulations or decisions of the competent management body of the Bank.

The Bank shall harmonize the special business conditions, general acts and other internal documents with these General Terms and Conditions within the deadlines determined by the positive regulations, that is, if there is a special legal interest of the Bank in accordance with the decisions of the competent management bodies of the Bank.



**Prilog 1**
**TERMINSKI PLAN PRIJEMA I IZVRŠENJA PLATNIH TRANSAKCIJA PRAVNIH LICA I PREDUZETNIKA**
**DOMAĆE PLATNE TRANSAKCIJE U RSD**

Vrsta platnog naloga	Vreme prijema naloga	Vreme izvršenja naloga
<b>INTERNI</b> - isplata/uplata sa računa/na račun u Banci, plaćanja između računa u Banci		
Nalog za isplatu do 600.000 RSD	U skladu sa radnim vremenom ekspoziture	Istog poslovnog dana
Nalog za isplatu preko 600.000 RSD (po najavi)		Narednog poslovnog dana
Nalog za uplatu		Istog poslovnog dana
Nalog za prenos predat u ekspozituri		Istog poslovnog dana
Nalog za prenos primljen putem e-servisa	0-24h	Istog poslovnog dana
Prilivi na račun	0-24h	Istog dana
<b>EKSTERNI</b> - plaćanje na račun van Banke, prilivi na račun		
Nalog za uplatu	U skladu sa radnim vremenom ekspoziture	Primljen do 17h, istog dana
Nalog za prenos predat u ekspozituri		Primljen posle 17h, narednog poslovnog dana
Nalog za prenos primljen putem e-servisa	0-24h	Kliring/RTGS: Primljen do 17h, istog dana Primljen posle 17h, narednog poslovnog dana IPS – istog dana
Prilivi na račun primljeni kroz *IPS sistem NBS	0-24h	Istog dana
Prilivi na račun primljeni kroz RTGS i kliring sistem NBS	Do 18h ili do kraja dana RTGS i kliringa NBS	Istog poslovnog dana

**MEDJUNARODNE PLATNE TRANSAKCIJE**

Vrsta platnog naloga	Vreme prijema naloga	Vreme izvršenja naloga
<b>INTERNE</b> - plaćanje između računa u Banci		
Nalog predat u ekspozituri	U skladu sa radnim vremenom ekspoziture	Primljen do 14h najkasnije drugog poslovnog dana od dana prijema naloga
<b>EKSTERNE</b> - plaćanje na račun van Banke		
Nalog predat u ekspozituri	U skladu sa radnim vremenom ekspoziture	Primljen do 14h najkasnije drugog poslovnog dana od dana prijema naloga

**PRIJEM MENICA/OVLAŠĆENJA NA NAPLATU  
/PRIJEM ZAHTEVA ZA REGISTRACIJU/BRISANJE MENICA**

Vrsta usluge	Vreme prijema	Vreme izvršenja naloga/zahteva
Prijem naloga za prenos po osnovu menice/ovlašćenja	U skladu sa radnim vremenom ekspoziture	Primljen do 14h, istog dana Primljen posle 14h, narednog poslovnog dana
Prijem zahteva za registraciju/brisanje menica	U skladu sa radnim vremenom ekspoziture	Primljen do 14h, istog dana Primljen posle 14h, narednog poslovnog dana
Prijem zahteva za povlačenje osnova iz Prinudne naplate NBS	U skladu sa radnim vremenom ekspoziture	Primljen do 14h, istog dana Primljen posle 14h, narednog poslovnog dana

\*IPS: platni sistem Narodne banke Srbije - Instant Payments System (IPS) koji prima i izvršava platne naloge inicirane od strane platioca svakog dana u godini od 0 – 24h