

Pursuant to article 73, paragraph 1, point 5 of the Law on Banks (Official Gazette RS 107/2005, 91/2010 and 14/2015) and article 15, paragraph 1, point 5 of the Statute of OTP banka Srbija AD Beograd, the Board of Directors of the Bank, at its session held on 13 June 2019 and on 20 September 2019, enacted:

**GENERAL TERMS FOR THE PROVISION OF PAYMENT SERVICES OF
OTP banka Srbija AD Beograd
APPLICABLE TO LEGAL ENTITIES AND ENTREPRENEURS
(Reconciled version)**

I Introductory provisions

OTP banka Srbija AD Beograd, as the provider of payment services (hereinafter: the Bank) shall, with these General Terms for the Provision of Payment Services to legal entities and entrepreneurs (hereinafter, as General Terms for providing payment services:), regulate mutual rights and obligations of the Bank and the User of payment services of legal entity and entrepreneurs (hereinafter: the User) in relation to the performance of payment services, in accordance with the Law on payment services (hereinafter: the Law), as well as the conditions for opening, maintaining and closing of payment accounts, conditions and manner of providing payment services, i.e. execution of payment transactions, time of receipt and deadlines for the execution of payment orders, calculation and charging fees for executed payment services of the Bank, notifying, protective and other measures related to the execution of payment transactions, conditions for modifications, amendments and termination of the Framework Agreement, information on the protection of the users of payment services, monitoring of the implementation of provisions of the Law, as well as other issues that are significant for the operation of the Bank from the aspect of the law.

The General Terms for the Provision of Payment Services together with:

- The Price List of Fees and expenses of the Corporate Division, i.e. Price List of fees and expenses of Corporate Division – Non-residents, i.e. Pricelist of fees and expenses of Retail Division – Department of small companies and entrepreneurs (jointly hereinafter: Pricelist of fees)
- The Time Schedule (the time of receipt and execution of payment orders)
- Review of services and fees for users of payment services – legal entities and entrepreneurs (hereinafter: Review of services and fees) in content and form prescribed by the National Bank of Serbia;
- Request for account opening (hereinafter: Application)
- Special Terms of Use of electronic banking and/or other payment service regarding the account, whether they are an integral part of an individual agreement or made available to Users as a separate document / admission form / request, on the website of the Bank and/or in the Bank branches,
- and the individual agreement on opening and maintaining a current account, as well as other payment accounts regardless of their names,

which, in accordance with the provisions of the law are defined as payment accounts (hereinafter: the Law).

Basic information about the Bank:

Business name: OTP banka Srbija AD Beograd Registered office: Bulevar Zorana Đinđića 50 a/b
Tax Identification number (TIN): 100000303
Identification number (IN): 07552335
Account number with the National Bank of Serbia: 908-000000027501-22
Website of the Bank: www.otpsrbija.rs
E-mail address: for Users legal entities privreda@otpsrbija.rs for Users entrepreneurs' stanovnistvo@otpsrbija.rs and a common email address reklamacije@otpsrbija.rs
Info telephone number: +381 11 30 11 555

License issued by the National Bank of Yugoslavia by the Decree O. No. 293 of December 14th, 1990. Supervision and monitoring of the Bank's operations is performed by the National Bank of Serbia, Belgrade, Kralja Petra 12, in accordance with the legislation governing the operations of banks.

II Meaning of certain terms:

- 1) User** means a legal entity or an entrepreneur that is using or that has used a payment service in the capacity of the payer and/or payment recipient or that approached the Bank in order to use these services;
- 2) Payment transaction** means a payment, transfer or disbursement of financial assets initiated by the payer or the payment recipient and is performed regardless of the legal relationship between the payer and the payment recipient;
- 3) Reference designator** means a designation or other data allocated by the Bank in order to identify the payment transaction;
- 4) Payment order** means an instruction of the payer or the payment recipient to his provider of payment services, which requests the execution of the payment transaction;
- 5) Current account** means a payment (transaction) account, opened by the Bank for the User, pursuant to individual Agreement and these General Terms, which is used for the execution of payment transactions and for other purposes in relation to the services that the Bank provides, therewith the Bank opens and keeps a current account for the User, separately for each currency, in dinars (RSD) and in foreign currencies;
- 6) Other payment account** means a payment account maintained by the Bank for one or more users of payment services, which cannot be classified as a current account and which is used for the execution of payment transactions pursuant to the individual agreement and these General Terms;
- 7) Payment instrument** means any personalized mean and/or a series of procedures agreed upon between the User and the provider of payment services, which the User is using in order to issue a payment order;
- 8) The Business bank Card** means a payment card, in both physical and digital format, that enables its holder – legal entity and entrepreneur - to execute the payment transaction, either via the receiving device or remotely, i.e. allows payment of merchandise and services at point of sale of the merchant or remotely, withdrawal and deposit of cash in domestic or foreign currency, as well as the use of other services on ATMs, pursuant to the provisions of the specific Agreement that regulates issue and use of bank cards;
- 9) PIN** (Personal Identification Number) means a personal security number known only to the card User. By entering the PIN, the User confirms his identity at an ATM or point of sale of the Merchant, depending on the type of payment and the type of POS terminal;
- 10) ATM** means an electromechanical device that allows payment and/or disbursement of cash in domestic or foreign currency to Bank card Users and/or the use of other services, in accordance with software and functionalities of the ATM;
- 11) POS terminal** means a device that enables the use of bank cards for the performance of payment transactions, during which the information about payment transactions are electronically recorded;
- 12) Payer** means a natural person or a legal entity that, to the debit of its own payment account, issues a payment order or gives consent for the execution of the payment transaction based on a payment order issued by the payment recipient, or otherwise through a payment instrument, and if there is no payment account – a natural person or legal entity issuing the payment order;
- 13) Payment recipient** means a natural person or legal entity designated as the recipient of financial assets, which are the subject of a payment transaction;
- 14) Excerpt or statement of turnover of account** means a report on performed payment transaction of the User within certain time intervals, which the Bank submits to the User pursuant to the Law and Framework Agreement, as well as upon request of the User;
- 15) Entrepreneur** means a natural person who is not a consumer or a natural person in full capacity, who performs activities in order to earn profit, in accordance with the law regulating the activities of companies and other laws;
- 16) Legal Entity** means a legal entity registered at the competent registry of business entities, as well as legal entities registered with other bodies and organizations in accordance with applicable regulations of the Republic of Serbia;
- 17) Financial assets** means cash, funds on the account and electronic money;

18) Cash means banknotes and coins;

19) Business day means a day, i.e. part of a day in which the payer's or the recipient's provider of payment services operates in order to enable the execution of the payment transaction. A Business Day is defined by the Bank and is different for internal, external, paper and electronic orders, whereby the received orders must be executed within the Business Day defined by the Time Schedule;

20) Time Schedule means a special Act of the Bank that defines the time of the receipt and the time of the execution of payment orders, the conditions and manner for the execution of payment transactions, both domestic and international payment transactions. The Time Schedule is displayed in the branches of the Bank and on the Bank's website www.otpsrbija.rs;

21) Price List of Fees means a special Act of the Bank that defines all types, amounts, manner of calculation and collection of fees charged by the Bank to Users in the execution of payment transactions and the performance of payment services, and is available to Users in the branches of the Bank and on the Bank's official website www.otpsrbija.rs;

22) Value date means a reference date, i.e. reference time used by the provider of payment services when calculating interest for financial assets debited or credited on the payment account;

23) Reference exchange rate means the rate based on which calculations are done for the conversion of currencies and which was made available by the Bank as the provider of payment services or which originates from a publicly available source;

24) Reference interest rate means the rate based on which interest is calculated and which is publicly available, and which is determined independently from the unilateral will of the provider and user of payment services who have concluded an agreement on payment services;

25) Unique identification designation (UID) means a combination of letters, numbers and/or symbols that the provider of payment services determines for the user of payment services and that is used in the payment transaction in order to unambiguously identify the said user and/or his payment account; As regards these General Terms, UID represents the number of the payment account of the payer or the payment recipient;

26) IBAN (International Bank Account Number) means international standard for identifying bank accounts and consists of up to 34 alphanumeric characters that precisely identify the country, the Bank and the account number of the User. IBAN in Serbia is part of international standard and is defined as a string of 22 alphanumeric characters;

27) Means of remote communication is any means which may be used for direct advertising and delivery of information in preliminary contractual stages, while giving or receiving offers, or negotiating conclusion of contracts without concurrent physical presence of the Bank and User.;

28) Permanent data carrier is any means which allow the User to save information that was intended for him, to access this information and to reproduce it in an unaltered form during the time period that is appropriate to the purpose of storing;

29) Domestic payment transaction means a payment transaction in which the payer's provider of payment services and the provider of payment services of the payment recipient provide this service on the territory of the Republic of Serbia;

30) International payment transaction means a payment transaction in which one of the providers of payment services provides this service on the territory of the Republic of Serbia and the other on the territory of the third country, as well as the payment transaction in which the same provider of payment services provides this service for one user of payment services on the territory of the Republic Serbia, and for the same or other user of payment services on the territory of the third country;

31) Transfer of approvals means a payment service in which the payer initiates the execution of one or more payment transactions with his provider of payment services, whether it is initiated in paper or electronic form, including the issuance of a standing order;

32) Standing order means an instruction that the payer gives to the provider of payment services where he has opened an account to execute transfer of approvals in regular time intervals on for a period of time set beforehand;

33) Direct debit means a payment service in which the payment recipient initiates the payment transaction in order to debit the payer's account, based on the consent of the payer, and includes all individual payment transactions, regardless of whether consent was given for one or for a series of payment transactions;

34) Unauthorized payment transaction made by use of the card means a payment transaction resulting from the use of lost or stolen cards, i.e. a payment transaction for the execution of which the card user did not give his consent in the form and manner specified in the agreement on payment services between the user and the card issuer;

35) Payment transactions made without payment order means a payment transaction wherein the Bank credits or debits a payment account of the User without payment order (payment of interest, collection of commission, expenses etc.);

36) Unique Register of Accounts means an electronic database kept by the National Bank of Serbia in electronic form, as unique register of current and other accounts of legal and natural persons;

37) Electronic banking means services which the Bank provides to Users by utilizing information and telecommunication technologies;

38) Domestic payment transaction means a payment transaction where the payer's payment service provider and the payment service provider of the payee provide the service on the territory of the Republic of Serbia;

39) RTGS System (Real Time Gross Settlement) means a payment system for the transfer of dinar funds and implies processing and settlement of individual orders for the transfer of participants within the shortest possible term and up to amount of account coverage. All transfer orders may be settled in the RTGS NBS system, in accordance with the Decision on the Minimum Amounts of Payment Transactions which must be carried out in a major payment system;

40) Clearing means a payment system for transfer of funds in dinars; transfer orders are carried out on the basis of transfer of approval whereby the participant initiates the transfer of funds in his own name and behalf and for the purpose of performing payment transaction of his payment services users. Transfers of approval are made through transfer orders in the NBS Clearing system, in individual amounts prescribed by the Operating Rules of payment system clearing of the National Bank of Serbia;

41) IPS payment system means a payment system operated by the National Bank of Serbia and used for the transfer of dinar financial assets between participants in that system, for the purpose of performing instant transfers of approvals;

42) Approval of Instant Transfer means a domestic payment transaction in dinars, which shall be carried out by transfer of approval which the payer may initiate at any time of the day on a working day in a year and for which the transfer of financial assets to the payment account of the recipient of payments is made under terms, conditions and in accordance with the Decision on the General Terms for the Performance of Instant Transfer Orders;

43) Instant Transfer Order means a transfer order within the IPS System in electronic form prepared for the purpose of performing the payment order;

44) Unauthorized overdraft means amount of financial assets which the User uses outside the Framework Agreement;

45) Authorized overdraft of account means a contractual amount of financial assets which the Bank approves to the User;

46) List of representative services means a list prescribed by the National Bank of Serbia of at least nine and at most twenty representative services related with payment account for which users of payment services pay fees, and which are offered by at least one provider of payment services in the Republic of Serbia, containing defined expressions for each individual service under a payment account and a definition of each of such service, pertaining to services which payment services users mostly use in relation to the payment account, as well as services which expose payment services users to the highest expenses. The National Bank of Serbia regularly updates this service and publishes it on its website;

47) Report on collected fees – means a report on all collected fees for services related with the payment account;

48) Change of payment account – means a service for which the Bank, as previous and/or new provider of payment services is obliged to allow the user who opens or has opened a payment account with a new payment services provider, i.e. at the Bank as new provider of payment services, to change the payment account in the same currency exclusively on the basis of authorization of the User, with or without closure of payment account opened at the Bank or at another provider of payment services.

III General Provisions

The General Terms for the Provision of Payment Services, as an integral part of framework agreement, refer to the execution of

individual payment transactions initiated by the User as the payer by issuing the payment order, or otherwise by a payment instrument. It is considered that the User has concluded the Framework Agreement by signing the individual agreement on the opening and maintenance of account (hereinafter: individual agreement) which contains a provision on the acceptance and application of the General Terms, as well as all other appendixes which jointly form the framework agreement. By signing the individual agreement, the User confirms that he is familiar with these General Terms as integral part of the Framework Agreement that he was given enough time to familiarize himself with their content, that he received and fully understood them and that he fully agrees with them.

These General Terms for Providing Payment Services, in order to avoid any doubt, do not regulate the execution of one-off payment transactions because these are executed without an obligation to open a payment account with the Bank and are regulated by a special Act of the Bank – the Agreement on one-off payment transaction, i.e. by a payment order.

The General Terms for the Provision of Payment Services are composed in Serbian and in English. In case of nonconformity between the Serbian and the English version of the text, the Serbian version shall prevail.

The Bank engages to duly perform contractual payment services and make every effort to protect the interest of the User in each individual case.

Unless otherwise negotiated in writing by agreement individual agreement, the Bank does not assume other obligations and responsibilities other than those regulated by this Framework Agreement and the Law.

In case of conflict of the provisions of the concluded individual agreement and these General Operating Terms of the Bank, the provisions of the individual agreement shall be applied primarily, followed by the provisions of these General Terms, and in the end by the General Operating Terms of the Bank in the part that is not regulated by the above-mentioned documents, unless the individual agreement itself specifies a different order of priority.

IV Information on the manner and means of communication between the Users and the Bank

All information related to the performance of payment services by the Bank, specifically: General Operating Terms for Providing Payment Services, Pricelist of Fees and Time Schedule are available to users on the official website of the Bank at www.otpsrbija.rs and in Bank branches.

Communication between the Users and the Bank shall be done orally and in writing (through informative and advertising materials available at the Bank's branches, Internet presentation of the Bank, telephone contact, Customer Service, direct oral and written communication as well as through other electronic forms of communication, including communication via electronic platforms that include information and telecommunications technologies used to provide these services to users of the Bank electronically, as well as advertising through public media).

Any written correspondence between the User and the Bank made personally shall be considered received by the Bank only after the User's copy of the document is certified by the Bank's stamp on arrival or after the issuance of a written certificate of receipt by the Bank or the branch in which the current or other transaction account is serviced.

In the case of submitting documents to the Bank or of sending documents by the Bank in accordance with the User's order, the Bank shall apply reasonable care to examine the documents in order to determine whether they are in accordance with the instructions.

The submission of documents to the User or to a third party shall be made only after a careful examination of the authorization for the receipt of the said documents.

The Bank, in accordance with the regulations, the nature and the content of the document being submitted to the User, chooses, in

each particular case, the manner in which it shall perform the delivery to the User: by registered mail with or without a certificate of receipt, by delivery to an E-mail address, by fax, SMS, posting on the internet presentation of the Bank, downloading via electronic banking platforms or in some other appropriate manner. The Bank can make a delivery to the User through a third party with whom it has an agreement on performing delivery services.

The Bank can issue certain documentation to the User (including, but not limited to the various information that the Bank sends to Users, account statements, excerpts or statements of turnover on account etc.) without the seal and signature of the Bank, indicating on the document that it is valid without the seal and signature.

Written correspondence from the Bank to the User shall be sent only to the last known address of the User head office, and any information or documents that the Bank has sent to the last head office address given by the User and/or the Bank received from the competent organization where the User is registered, shall be deemed duly delivered. The Bank can also communicate with the User in writing, if so agreed, by sending notifications via SMS, through fax, electronic banking and E-mail if the Bank has the named contact information and it shall be considered that the said notification was received by the User with the moment of sending, as follows:

- a) If sent via SMS - on the day when the SMS was sent to the User as evidenced by a confirmation on sending the message,
- b) If sent by fax – on the day when the fax was sent to the User as evidenced by the confirmation of receipt from the fax machine,
- c) If sent by E-mail - on the day when the electronic message was sent as evidenced by the printed computer confirmation,
- d) If sent by courier service - upon the expiry of usual time necessary for courier delivery as evidenced by the courier service certificate,
- e) If sent by post - upon the expiry of usual time necessary for the arrival of mail, including the shipment to the address of a third person authorized to receive correspondence on behalf of the User, and in accordance with an explicit written statement of the User submitted to the Bank in this regard.
- f) When downloading via electronic banking platforms on the day the notice or a memo has been placed on the server of the electronic banking platform in a manner that is visible to the User.

Also, the Bank's obligation to notify the User shall cease if it can be unequivocally ascertained that the registered telephone numbers and/or fax numbers and/or E-mail addresses do not belong to the User or are incorrect.

Any written communication that, in accordance with relevant regulations, must be sent by registered mail with or without a delivery notice and/or by personal delivery shall be considered duly delivered to the User if the Bank is in possession of:

- A printed document of any kind (delivery notice, certificate of receipt, certificate of dispatch and the like) or
- A certificate/statement of shipment by the Bank or person engaged by the Bank for shipment or
- A signed delivery note with the seal, if used by the User,
- as well as in other cases stipulated by the relevant regulations governing the manner of delivery.

The Bank may accept an order and/or instruction from the User by fax, SMS, via e-banking electronic platform and exceptionally by E-mail, in accordance with the individual agreement and/or other appropriate document, or the applicable laws and regulations. The Bank may, before acting on such orders/instructions, as a precautionary measure, request, at the User's expense, a confirmation of instruction given by fax, SMS and/or E-mail, depending on the nature of the case.

The User is obliged to submit to the Bank, by contractual channel of communication, a notice on basis of collection code and payment instrument and enclose a document, if prescribed, as condition to perform disbursement related to collection. If the collection beneficiary is not the end beneficiary of the assets, he/she shall be obliged to submit the Bank, on that same date, the data on end users (numbers of account in IBAN format, banks where accounts are kept and full name and address of users). The Bank is required to keep this notice within terms prescribed for its storage.

The acceptance of orders and/or instruction from the User as described in previous paragraph is not applicable to acceptance of payment orders and execution of payment transactions which are regulated under provisions of Part XI "General terms and manner of execution of future payment transactions".

The Bank shall not be responsible for any loss or damage inflicted upon the User or any third party caused in relation to the order and/or instruction received by fax, SMS and/or E-mail.

Orders and/or instruction given by fax, SMS and/or E-mail as well as other forms of communication received or sent by the Bank must subsequently be confirmed in writing if this is foreseen by individual agreement, i.e. relevant laws and other regulations.

Unless otherwise agreed upon between the Bank and the User, the Framework Agreement and the communication for the exchange of information and notifications between the Bank and the User are conducted in Serbian. Exceptionally, for non-residents it can be agreed that the Framework Agreement, i.e. an individual agreement agreements concluded in English and in Serbian (bilingually), while the communication itself, in relation to the rights and obligations from the framework agreement and the exchange of information and/or notifications shall be conducted in Serbian. In the case of non-conformity between the Serbian and the English version, the Serbian version of the Framework Agreement, i.e. of the individual agreement shall prevail.

If the User submits documentation in a foreign language to the Bank, he shall be obliged to provide and deliver to the Bank a certified translation of the abovementioned documents, by a certified court interpreter for the language in question. If the User does not provide this, the Bank may, of its own choice:

- Not fulfill its obligation towards the User;
- Invite the User to submit a certified translation of the document into Serbian by a certified court interpreter, within a reasonable period;
- Have the said document translated at the expense of the User.

During the contractual relationship, the User is entitled to receive the copies of the Framework Agreement from the Bank, at his request, on paper or some other permanent data carrier.

The Bank notifies the User about the executed individual payment transactions as well as about the balance and changes in the accounts, by way of bank account statements/excerpts on paper and/or other permanent data carrier, on a daily basis if there are changes, with calculation of fees in accordance with the Price list.

It is considered that the bank account excerpt / statement is properly served if it is sent:

- Electronically by downloading from appropriate platform offered through electronic banking service and/or
- To the contractual address (either registered head office address mailing address from the competent register or the address specified in the individual agreement, or on some other subsequently submitted document) and/or
- to the indicated e-mail address (whether registered e-mail address in the competent register for receiving e-mail or other specified e-mail address) in case User is not subscribed to an electronic banking service that supplies bank account excerpt / statement of account, in line with individual agreement and/or other appropriate document and/or
- in any other appropriate manner which fully meets all the necessary requirements related to the provision of comprehensive and clear information, as well as for protecting the confidentiality and privacy of data.

Any additional notification at User request on the performed payment transactions, as well as balance and turnover on current and other transaction accounts by way of excerpt/statement of account turnover that is not subject to customary terms and dynamics defined in the previous paragraph and/or individual agreement, shall be subject to adequate fee payment in accordance with the Bank Pricelist.

Once the recipient's provider of payment services submits the Bank a positive reply accepting the instant transfer order based on a request for payment at the point of sale, the Bank submits the User, within the e-banking service, a notification containing at least the following information:

- 1) Clear information that the request for payment has been made;
- 2) Reference designation identifying the payment transaction at the point of sale;
- 3) Currency and amount of payment request.

The Bank bears no legal or material responsibility for damage that may occur to the User or to third parties because the User has not received the Bank's notification or a memo sent to the last residence address or mailing address provided by the User to the Bank, and/or which the Bank took over from the competent organization in which the User is registered.

V Types of payment services and the terms of use

Payment services that the Bank provides to the Users are:

- 1) Services that enable the deposit and/or disbursement of cash on/from a payment account, as well as all the services needed for the opening, maintaining and closing of that account;
- 2) Services of transferring financial assets from the payment account i.e. to the payment account, namely by:
 - (1) Transfer of approvals,
 - (2) Direct debit, including a one-off direct debit,
 - (3) Use of a bank card or a similar instrument;
- 3) Services of executing payment transactions where the financial assets are provided by loans approved to Users; namely by:
 - (1) Transfer of approvals,
 - (2) Direct debit, including a one-off direct debit,
 - (3) Use of a payment card or a similar instrument;
- 4) Services of issuing payment instruments and/or accepting these instruments based on which the Bank enables, for the recipient of payments, the execution of payment transactions initiated by the payer through the use of a certain payment instrument;

The Bank also provides to its Users the following services:

- Executing payment transactions between residents and non-residents in dinars and in the currencies of third countries and payment transactions between residents in the currencies of third countries,
- Opening and maintaining payment accounts of residents and non-residents in the Republic of Serbia in accordance with the limitations specified by the regulations on foreign exchange operations,
- Performance of payment transactions under a bulk order representing a group of payment orders i.e. transfer orders processed together, according to a list of recipients of payments, which the User submits to the Bank, whereby a single payment order serves to debit the Account of the User, and funds are transferred to a larger number of recipients of payments set forth in the list, as well as
- other services that are subject to individual agreement and/or annexes of individual agreement.

Payment services that the Bank provides to its Users in accordance with these General Terms for Providing Payment Services are related to domestic payment transactions executed in dinars, to domestic payment transactions executed in the currencies of third countries and to international payment transactions regardless of the currency used in accordance with the Law regulating foreign currency operations. Until the accession of the Republic of Serbia to the EU, payment transactions in dinars between residents and non-residents or between non-residents shall be considered international payment transactions in accordance with the Laws regulating foreign currency transactions.

The Bank performs Bank transfer orders in dinars initiated by Users – residents in the sense of legislation regulating foreign currency operations, in the amount of up to 300,000 RSD by way of instant credit transfer payment service through Instant Payment System (hereinafter: IPS payment system of the NBS), between participants in the payment system, in accordance with the operating rules of the IPS payment system of the NBS, Time Schedule and Pricelist of Fees.

In case that the recipient of payment under the transfer order of the User – resident in the sense of legislation regulating foreign currency

operations, which is to be performed by means of instant credit transfer payment service, lacks a payment account at the commercial bank in the Republic of Serbia which is participant to the IPS payment system of the NBS, the Bank shall inform the User of this circumstances in a clear and intelligible way, prior to giving consent for the performance of the payment transaction and irrespective of the payment order form, and shall inform the User – resident in the sense of legislation regulating foreign currency operations, that the payment account of that particular recipient is not available in the IPS Payment System of the NBS, that the payment order shall be refused and that it cannot be performed in the IPS payment system of the NBS. This specific payment transaction may be performed in accordance with the rules of other payment systems in the Republic of Serbia, the Time Schedule and Pricelist of Fees.

The Bank also offers and issues to the User whom it issues the Business payment card which may initiate a domestic payment transaction at the point of sale of the Merchant, a payment instrument which use at the point of sale of the Merchant may prompt the issue of payment request at the point of sale, which enables the User to issue requests for payment at the point of sale of the merchant at least in the following ways:

- 1) By presenting data about the User by means of standardized two-dimension designation – QR – Quick Response code;
- 2) By retrieving data about the Merchant under the designation as per provision under 1) of this paragraph – presentation of Merchant.

The Bank may enable the User the issue of request of payment of bills for communal, public and similar services, by presenting the Merchant.

VI Terms of opening, maintaining and closing of payment accounts

A payment account can be a current account or another payment account (hereinafter: Account), which is used for the execution of payment transactions as well as for other purposes related to payment and other services provided by the Bank to Users, pursuant to the framework agreement. The Bank shall open, maintain and close accounts of Users legal entities and entrepreneurs in accordance with the regulations governing this matter, primarily in accordance with the Decision of the National Bank of Serbia on detailed conditions and manner of opening, maintaining and closing of current account and the Decision of the National Bank of Serbia on conditions of opening and maintaining foreign currency accounts of residents, as well dinar and foreign currency accounts of non-residents.

Users can have more than one account in one bank and accounts in several banks.

Users are obliged to open a dinar account with the Bank for execution of payment transactions in dinars, to keep their funds in that account and perform payment transactions in accordance with the Law and the framework agreement concluded with the Bank.

For the performance of payment transactions in currencies of third countries at the Bank, Users may open foreign currency accounts for payments in currencies of third countries, for the purpose of performance of payment transactions in accordance with legislation regulating foreign currency operations.

As an exception to the foregoing provision, the Users as holders of electronic money under the law are not obliged to perform payment transactions through Account based on sale and purchase of merchandize and services with that money.

The funds on accounts are maintained as at sight deposits and the Bank insures them with the Deposit Insurance Agency in accordance with the Law on Deposit Insurance.

The Bank shall provide the User - entrepreneur before he concludes the Framework Agreement with the Bank, information that he needs in order to compare various offers from commercial banks, so as to make a decision on the conclusion of a contractual relation regarding a specific payment service that he intends to use, in

particular information about the Bank, the terms of using payment services, all fees, interest rates, exchange rate, on the manner of mutual communication, on protective and corrective measures, on the manner of modifying and cancelling the Framework Agreement, as well as on the legal protection, on paper or on some other permanent data carrier, sufficiently in advance, so the User has time to make a decision about the conclusion of the agreement. It is believed that the Bank has also fulfilled its obligation to provide information by delivering a copy of the Framework Agreement draft. The Bank does not apply, in relation to users – legal entities, the provisions of the Law pertaining to submission of information on the Users of payment services during the preliminary contractual stage, pursuant to provision in article 9 of the Law, and therefore, the preliminary contractual stage for conclusion of framework agreement has been exempted in relation to Users – legal entities.

In relation to payment service of opening an account as the initial service for establishing a business relationship, and after opening an account, during the execution of payment transactions over the course of the business relationship, the Bank is shall be entitled to:

- Freely choose the User with whom it shall enter into a business relationship by opening an account and/or executing any other payment service, based on the assessment of competent services of the Bank and on the decisions of its bodies, including the right to refuse the conclusion of a framework agreement, i.e. to refuse to provide services to a User, and therefore to refuse the application, without a special explanation,
- Request from the User information required for the execution of its prescribed obligations in the prevention of money laundering and financing of terrorism. If the User does not submit information that would enable the Bank to implement an analysis of the User and/or to execute specific payment transactions in accordance with the regulations on the prevention of money laundering and financing of terrorism, the Bank shall not establish a business relationship, i.e. it shall refuse the execution of a specific payment transaction per order and/or on behalf of the User, i.e. the Bank is entitled to cancel an already established business relationship,
- Not open an Account if it is determined that the User is on the official lists of embargo and sanctions in accordance with local and/or international regulations related to the prevention of money laundering and financing of terrorism, as well as if the opening of an account for a particular User would represent a reputational risk for the Bank,
- Block the possibility of using payment and other services and products related to an account, in part or in full, without the consent of the User, for reasons set forth in the regulations governing the prevention of money laundering and financing of terrorism, i.e. acting in accordance with international sanctions against certain countries, in accordance with the applicable regulations and the rules of the banking group the Bank belongs to.

Opening and maintaining current accounts and other transaction accounts

The Users may find the list of prescribed documents required for opening dinar current accounts for residents, foreign currency accounts for residents, and dinar and foreign currency accounts for non-residents, at the Bank's branch offices and/or Bank's website: www.otpsrbija.rs.

The Bank opens an Account at the request of the User which contains data defined in the applicable legislation, as well as other data which the Bank may require in accordance with its business decision.

After the request has been submitted and the delivered documents checked by the Bank, if the documents are in good order, the User and the Bank shall sign a Framework Agreement, i.e. individual agreement that regulates account opening, management and closing operations, in accordance with , applicable regulations.

Exceptionally, the Bank may open an escrow transaction account for foreign currency sale-purchase for resident - users without the request of the Resident User, based on his/her international payment order, in foreign currency that is not held on his/her current or other transaction account, on the occasion of which the foreign currency payment order shall at the same time serve as Bank order

for opening escrow transaction account of foreign currency sale-purchase.

The Bank performs payment orders of the User in the local currency of payment recipients, by debiting the foreign currency account of the User in the amount of the currency held on that Account, necessary for performance of payment order in local currency of payment recipient. All possible exchange differences as well as expenses arising due to performance of this payment order shall be charged to the User who shall cover their full cost.

Exceptionally, the Bank may open accounts without User's request, if such action has been stipulated by applicable regulations.

The Bank may open and maintain foreign currency Accounts only in currencies in accordance with the business decision of the Bank, the Pricelist of fees and applicable legislation. Also, the Bank keeps a foreign currency Account in the same type of effective money that has been deposited on the Account, being understood that the Bank keeps a separate foreign currency Account for each currency.

Each Account is assigned a number which represents an individual account in which they performed account payment transactions are recorded.

The User allows the Bank to verify and further process all of the data stated in the Application, pursuant to the Law on Personal Data Protection, related to legal representatives and/or other persons authorized for representation and/or attorneys, and to forward their personal information and other prescribed information to the Unique Register of Accounts of Legal Entities and Entrepreneurs kept with the National Bank of Serbia pursuant to the Decision of the National Bank of Serbia on Detailed Conditions and Management of the Unique Register of Accounts, after the account has been opened.

Under the legislation of the Republic of Serbia, the Bank submits data about opened accounts to the Unique Register of Accountholders kept by the NBS.

The User engages to inform the Bank of any change in provided User data related to the Account, which is registered at the competent register of companies, i.e. other bodies and organizations in accordance with the Law, and to apply all necessary action aimed at data harmonization, within 3 (three) days from data disclosure by the competent register/by other bodies and organizations i.e. as of the date of receipt of decision on registration of these changes, and submit such data to the Bank for reconciliation purposes.

The Bank is obliged to retrieve each change of provided User data related to the Account registered at the competent business register of companies i.e. at any other body or organizations in accordance with the law, each working day, from any such organization, in electronic form, under terms and conditions prescribed by such organization. The Bank adjusts these Account data within 3 (three) working days from data retrieval date.

Should the User fail to submit the required documentation related to change of data stated in the previous two paragraphs, the Bank shall suspend or restrict handling of funds on the Account until submission of due required documentation that serves to adjust data that have been changed and registered with data provided to the Bank.

The User engages to the Bank to duly submit information and other data about the User which he indicated in the Request, which are not registered with the competent register of business entities or another body or organization, that are important for the performance of payment services, in line with the Framework Agreement. Otherwise, the Bank shall not and may not be considered liable if the User is unable to use the payment services in the contractual manner.

The Framework Agreement on behalf of the User - residential legal entity is concluded by the legal representative, or the person authorized to represent (the other representative) or another person employed by the User residential legal entity, authorized by the act of the competent authority of the User residential legal entity to conclude this legal transaction, while the Framework Agreement on

behalf of the User – entrepreneur, conclude the entrepreneur himself.

The Framework Agreement on behalf of the User - non-resident is concluded by a legal representative from the decision on the registration of this non-resident in the country of its registered seat or another person employed by the User- non-resident who is authorized to undertake this legal transaction by an appropriate act or decision of the competent authority of that User - non-resident.

The Bank manages dinar and foreign currency accounts of the User pursuant to provisions of the signed framework agreement.

The User Disposes with account funds without limit within the scope of available amount of the funds, except in case of a Force Majeure event or when the regulations stipulate otherwise.

The legal representative of the User - resident or another person who, by an appropriate act or decision of the competent authority of the User - resident who is authorized by the appropriate act or decision of the competent authority of the User to authorize the disposal of funds in the Account, may authorize one or more persons to dispose of funds on the Account the form of the Card of deposited signatures (hereinafter: KDP) and determine the scope of their authorizations. If there are restrictions on authorizations for disposing of funds in the account / payments in the competent register of economic entities or other bodies and organizations in accordance with the positive regulations. The legal representative of the User – residential legal entity cannot transfer to other persons authorizing the disposal of funds on the Account in a larger scale than it has.

A legal representative of a User non-resident legal entity from the decision on the registration of this non-resident in the country of its registered seat, or another person who is authorized by the appropriate act or decision of the competent authority of the User to authorize the disposal of funds in the Account, may authorize one or more persons to dispose of funds on the Account the form of the Card of deposited signatures (hereinafter: KDP) and determine the scope of their authorizations. If there are restrictions on authorizations for disposing of funds in the account / payments in the competent register of economic entities in the country of the head office of that non-resident, or in the case of a non-resident representative of a foreign legal entity and in the register of economic entities, the legal representative of the Non- resident User cannot transfer to other persons authorizes the disposal of funds in the Account, the powers to a greater extent than it has.

The User opts to certify by stamp all contractual documentation concluded with the Bank regarding payment services, as well as all payment orders for the performance of payment transactions, written consents for direct debits and promissory notes , with supporting documents, which it submits to the Bank, in all in accordance with the Framework Agreement on Payment Services.

The User is obliged to inform the Bank about all changes related to authorizations of the respective persons, and to inform the respective persons to their rights and obligations within the scope of execution of the provided authorizations for disposal of Account funds. The User is responsible for the potential damage suffered by the Bank due to actions of the person authorized to handle funds on the account as a consequence of transgression of such authority, which does not exclude responsibility of the authorized person.

The User shall amend and recall the authorization for disposal of funds exclusively in written form, whereby the changes and amendments shall be entered into the KDP. A new KDP authorization takes effect for the Bank from the time that it has been submitted to the Bank in a contractual manner.

In case that the User (non-resident) uses tax allowances pursuant to the double taxation avoidance agreement, the User shall provide the Bank with evidence that he is the beneficial owner of the income (the formal owner of the income) earned by the User in the Republic of Serbia and shall provide the Bank once a year with a certificate of residence in the state with which Serbia has signed a double taxation avoidance agreement, pursuant to the tax regulations of the Republic of Serbia, exclusively in the certification form provided by the Ministry of Finance of the Republic of Serbia.

Providing payment services related with payment account

Services related with payment account imply all services related with the opening, maintenance and closure of payment account, including services enabling payment of cash on the payment account, services enabling disbursement of cash from the payment account, services necessary for opening, maintenance and closure of that account, as well as transfer of approval services, and authorized and unauthorized overdraft.

If the opening and maintenance of payment account is offered jointly with other products and services that are not related with that payment account. The Bank shall be obliged to inform the Client of the possible opening of the payment account separately from these products and services, as well as to provide to the User separate information regarding cost and fees related with each of these products and services offered in that package.

Review of services and fees

With an appropriate term prior to concluding the Framework Agreement, jointly with the draft Framework Agreement, the Bank submits to the User, free of charge the Review of services and fees, on paper or other data carrier containing a list of services with List of Representative Services which the Bank offers and data on individual fee for each such service, in a form, appearance and by content in accordance with applicable legislation.

The Bank is obliged to ensure that the review of Services and Fees is available to Bank branches and on the Bank website www.otpsrbija.rs. At the request of the User, the Bank submits free of charge a Review of Services and fees to the User on paper or another permanent data carrier.

Report on collected fees

At least one a year, the Bank submits by usual channels of communication a report on charged fees, free of charge, with expressions and definitions set forth in the list of representative services. In case a calculation and collection of interest has been negotiated, the report on charged fees contains also data on applied interest rates and total amount of interest which the Bank charges in the reporting period for certain services related with the payment account

The report on charged fees contains specifically the following information:

- 1) Individual fee per each services and frequency of use of each service during the reporting period – and in case several services have been included in the package of services, information on the fee charged for the entire package, on how many times a fee for a packaged has been charged during the reporting period and on possible additional fee charged for service exceeding the volumes included in the for the package;
- 2) Total amount of all fees charged during the reporting period for each service, each provided package of service and services exceeding the volume encompassed by the fee for the package;
- 3) Total interest on authorized and unauthorized overdrafts on payment account if the provider of payment service provided this serves during the reporting period, as well as total amount of charged interest for authorized and/or unauthorized overdraft during this period;
- 4) Amount of passive interest rate, when the provided of payment services has provided a service related with payment account during the reporting period to which this rate applies, and total interest during that period
- 5) Total fees charged for all services related with payment account provided during the reporting period.

The fees and interest in the report on charged fees are provided in dinars or other currency agreed by the User and the Bank, in accordance with legislation regulating foreign currency operations.

Change of payment account

Regarding the change of payment account, the Bank may serve as both previous service provider and new service provider.

The change on the payment account is made based on the authorization of the User, whereby the User gives consent to previous and new provider for engagement in all or certain actions regarding change of payment account which the providers of these services are obliged to implement (hereinafter: Authorization), in accordance with legislation regulating payment services.

Regarding change of payment account, the previous provider of payment services is obliged to convey to the new provider of payment services:

- Information on all or certain standing orders, multiple direct debits and multiple transfers of approvals wherein the user of payment services is the recipient of payment;
- Financial assets on payment account (available positive balance), if the user of payment services required the transfer of these assets on the ground of his authorization
- Information on other payment services which performance it transfers to a new payment account, provided that the new payment service provider provides such services.

Bank as new provider of payment services

The Bank engages to perform actions related with the change of payment account upon receipt of Authorization which it submits to the User. The User is obliged to submit the Bank the authorization in writing, in the Serbian or another language in accordance with chapter IV Information on the Terms and Means of Communication between the User and the Bank and these General Terms, therewith the Bank shall be obliged immediately following receipt of this authorization to provide its specimen or copy as proof of Authorization receipt.

Under the authorization, the User sets the day for the beginning of performance of standing orders and direct debits from the Account, therewith this term may not shorter than 6 (six) working days from the date when the Bank received documents from the previous provider of payment services.

The Bank is obliged, within 2 (two) working days from the date of receipt of Authorization, to submit a request to the previous provider of payment services and, in accordance with this Authorization, to perform the following actions:

- 1) Submit the Bank, as well as User, if he explicitly so required, a list of existing standing orders and available documentation on consents for direct debits, which performance the User required to transfer on his Account – within 5 (five) working days from receipt of this request;
- 2) Submit the Bank as well as User, if he expressly so agrees, available information on multiple incoming transfers of approvals and direct debit for which consent has been provided to the recipient of payments or provider of payment services of the payment recipient, which have been performed on the payment account of the User in the previous 13 (thirteen months) – within 5 (five) working days from receipt of this request;
- 3) Refuse the performance of payment transaction under incoming transfers of approvals and direct debits as of the date set forth in the Authorization and inform the payer and recipient of payment about the reasons for refusal, in absence of a system for their automatic redirection to the Account;
- 4) Suspend the performance of standing orders as of the date set forth in the Authorization;
- 5) Transfer financial assets from previous payment account (available balance) to the Account, on the date set forth in the Authorization;
- 6) Close the previous payment account on the date set forth in the Authorization.

Within 5 (five) working days from receipt of required information under paragraph 3 of this subheading, and in line with the Authorization and all received information, performs the following actions:

- 1) Activates standing orders which the User stated in the Authorization and performs and performs them as of the date set forth in the Authorization;
- 2) Provides conditions for the performance of direct debits which the User set in the Authorization as of the date set forth in the Authorization;
- 3) Notifies the User on other rights related with performance of direct debtors that have been negotiated (e.g. right to decrease direct debit amount, to agree with each individual direct debit, to block direct debits);
- 4) Informs payers who initiate the performance of multiple incoming transfers of approval established in the Authorization, of the User Account and submits them a copy or specimen of the Authorization;
- 5) Informs the recipients of payments who initiate the payment transaction for direct debit of User Account, and who have been listed in the Authorization, about the Account and the date as of which direct debits shall be carried out from the Account, therewith the Bank submits a copy or specimen of the Authorization enclosed with the notification.

Should it not dispose with all information necessary for providing notification under paragraph 4, point 4 and 5) of this subheading, the Bank may require the previous recipient of payment services or User to submit this information.

In case that the User decides to directly provide information under paragraph 4, point 4 and 5 of this subheading, the Bank shall be obliged within a term under that paragraph to submit to the User in writing the data on the Account and the date set in the Authorization as of when the Bank shall begin providing payment services related with the Account.

The Bank as previous provider of payment services

The Bank is obliged to proceed under the act of the new provider of payment services under terms and conditions set in paragraph 3 of subheading "Bank as new provider of payment services" in accordance with the Authorization.

The Bank closes the Account if the User has no unsettled obligations under the Account and if the performed actions set in paragraph 3, point 1), 2) and 4) subheading "Bank as new provider of payment services", without affecting the provisions of the Framework Agreement at the request of the User. If the said conditions have not been met for the closure of the Account, the Bank shall promptly notify the User accordingly.

The Bank may not block the payment instrument prior to the date set in the Authorization in order to avoid discontinuing providing payment services to the User during the change of payment account, without affecting the provisions of the Framework Agreement related with limited use of the payment instrument.

The Bank is obliged to submit or make easily available to the User, at his own request and free of charge, information on existing standing orders and direct debits which the User holds in relation with the Account.

The Bank is obliged to submit to the User or new provider of payment services, free of charge, the following information:

- 1) A list of existing standing orders and available information on consents for direct debits, which performance the User demanded to transfer onto the new payment account;
- 2) Available information on multiple incoming transfers of approvals and direct debits for which consent has been provided to the recipient of payment, and which have been performed on the Account of the User in the previous 13 (thirteen) months, if the User explicitly so required. .

Liability for damage arising during the change of payment account and information related with the change of payment account

The Bank does not calculate and charge a fee to the User for providing services related with the Change of payment account.

The Bank is obliged to promptly indemnify the damage inflicted to the User of payment services during the change of payment account, if the Bank acted contrary to the provisions of regulations prescribing payment services, except in case that a breach has occurred as the consequence of an Act of God during the change of payment account, which prevented the Bank from performing its obligations defined under applicable legislation.

The Bank is obliged to make available to the User, free of charge, on paper or another durable data carrier, in Bank branches, as well as on the website www.otpsrbija.rs as well as at the request of user of payment services, the information on:

- 1) Obligations and liabilities of the previous and new provider of payment services, with reference to the Change of payment account and liability for damage arising during the Change of payment account;
- 2) Deadlines for implementing actions related with the Change of payment account;
- 3) Fees charged in relation to the change of payment account, if any;
- 4) All data which the user of payment services is required to submit to the provider of payment services;
- 5) Possible of out-of-court settlement of litigations in accordance with Chapter XIX Information on the protection of Users of these Operating Terms.

Closure of account

The Bank shall close the account based on his/her request or on termination ground prescribed by Framework agreement, i.e. individual agreement, based and shall transfer the funds to the account stated in the respective request, i.e. agreement, and close the accounts owned by the User, provided that the User has settled all obligations towards the Bank.

The application for closure of a dinar or foreign currency account, the User of the legal entity of the resident, shall be submitted to the Bank in writing on paper or other permanent data carrier, signed by the legal representative Resident user or other person who is authorized by the act of the competent authority of that Resident to close the account, which request contains in particular the number of accounts whose closure is requested and the account number for which the transfer of funds is requested, while such a request for closing the entrepreneurial account of the entrepreneur is submitted by the entrepreneur as the User himself.

The request for closure of the foreign currency or dinar account is submitted to the Bank by the User - non-resident in writing on paper or other permanent data carrier, signed by the representative from the decision on registration of that non-resident in the country of its registered seat or other person authorized by the act of the competent authority of that User - non-resident to file a request for closing the account, which request contains the business name or the name of the applicant, his seat, address and telephone number, registry number, account number whose account is requested and the number of the account on which the transfer is requested, as well as the Tax Administration's receipt of payment of tax liabilities towards the Republic of Serbia, transfer of funds to abroad.

The Bank shall close the User's account if the User ceases to exist in the capacity of a legal entity:

- Based on the Law or other regulations: in such case, the Bank shall transfer the funds from the User's account to the account of its legal successor, i.e. to the account owned by the person stipulated by the law or other regulations, and close the User's account. If the Law or other regulations do not stipulate a legal successor or a different person to whose account the funds will be transferred – the funds being the funds from the User's account, the Bank shall transfer the funds to an account opened with the Bank for funds that are not used and shall close the User's accounts.
- Due to bankruptcy, liquidation and/or removal from the Business Entities Register: the Bank shall close the User's account based on application for closure of account submitted by the administrative receiver, pursuant to the law that regulates bankruptcy, and shall transfer the deposited funds to the account stated in such application. Together with the application, the administrative receiver shall submit the documents required for closure of the subject account that have been stipulated in the Decision on Detailed

Conditions and Opening, Management and Closure of Current Accounts, which is accordingly implemented in case of closure of a bankruptcy proceeding over a legal entity, as well as in the case when the proceeding over the legal entity's bankruptcy estate is continued after the closure of the subject proceeding, and in the case when provisions of the law that regulates bankruptcy accordingly apply to the liquidation proceeding.

- Due to status changes: the Bank shall close the account owned by the User who ceases to exist in the capacity of a legal entity due to status changes, after such procedure has been terminated pursuant to the Law.

In case that the User has submitted a complaint against execution of a payment transaction and/or another payment service related to the Account, the Bank shall close the Account after the complaint procedure has been completed, under the condition that the User has previously settled all of his liabilities towards the Bank based on the Account, agreements and/or application forms and/or requests for individual payment services related to the Account.

The Bank may, except in cases stipulated by positive legal regulations, unilaterally terminate the framework agreement and close the User's accounts after expiration of the contractual period of notice in the following cases:

- If the User is in violation of provisions of the signed framework agreement and/or other individual agreement that regulates individual payment services as integral part of the Framework Agreement and /or the provisions of applicable legislation that regulate the area of payment services.
- When the User's account is inactive,
- If, following the framework agreement signing, a change in circumstances that hinders fulfillment of a party's obligation occurs, as set forth in the Notice of cancellation, or if, due to such changed circumstances, the purpose of fulfillment the framework agreement performance may not be realized pursuant to the Law on Contracts and Torts,
- And in other cases defined in the individual agreements.

Exceptionally, the Bank is entitled to unilaterally terminate the Framework Agreement without period of notice and with immediate effect:

- If at the time of Account opening and/or during the validity of the contractual relation, the Bank determines that the User submitted to the Bank incorrect, falsified and/or erroneous personal or other data and/or documents important for proper and legal provision of payment services;
- If it has been established that further enabling of payment transactions made by the specific User would represent a reputational and/or regulatory risk for the Bank, and/or for the banking group the Bank belongs to;
- If it is established that the User is included in official embargo and sanctions list, pursuant to the local and international regulations related to prevention of money laundering and terrorist financing and/or policy of the banking group the Bank belongs to.
- If it is established that further enabling payment transactions by a specific User would not be in line with international regulations and standards of the banking group the Bank belongs to, whereby the banking group the Bank belongs to is exposed to regulatory risk;
- If the Bank is unable to implement activities and measures related to knowledge and monitoring of Users, as per the provisions of the Law on the Prevention of Money Laundering and Terrorism Funding.

The term Inactive account means the Account with no recorded changes in sense of inward and outward remittance during consecutive 6 (six) months. Account activity does not include interest and commission posting payment transactions and other Bank costs that are automatically executed. The Bank may, close an inactive account before the expiration of period of notice, based on the Decision of the Executive Board and/or with consent of the authorized Bank director, pursuant to the Decision of the Executive Board on Transfer of Authorizations.

If the User and the Bank have concluded several framework agreement, termination of one these agreements will not cause termination of the framework agreement, except if explicitly so agreed. Termination of agreement on individual payment service shall not cause automatic termination of individual agreement, i.e.

the termination of the Framework agreement, but the termination of framework agreement represents a presumption for termination of all other agreements on payment services related to that Account.

These General Terms apply to the contractual relationship of the Bank with users on the basis of Accounts and/or other services related to the account, unless otherwise specified by an individual agreement concluded between the User and the Bank.

The Bank shall inform the User about the closing of an account in writing agreement.

The User is entitled to free closure of Account following termination of Agreement. Should the User – legal *entity* file a request for closure of another account under the framework agreement or request for suspension of service of some of the payment service under the framework agreement, the Bank shall charge this User a fee for the closure of account, i.e. for suspension of a certain payment service in the amount determined by the Pricelist of fee, applicable on the date of account closure, provided however that the framework agreement is not cancelled.

Following closure of Account, the Bank issues the User, free of charge, a statement that the Account has been closed, jointly with data confirming that all obligations towards the Bank related with opening, maintenance and closure of Account have been settled. The Bank shall promptly submit a related statement to the User in writing, in paper form or another durable data carrier, and the User may choose in which of these two ways the Bank is obliged to submit this statement to the User.

VII Business payment cards

Business payment cards which the Bank issues to Users may be debit or credit cards.

Business payment cards are issued on the basis of framework agreement regulating the terms of issue and use of Business payment cards, concluded between the Bank and User to regulate mutual rights and obligations or on the basis of General Agreement related with Account.

Business cards are owned by the Bank and are made out to the User and to the name of the authorized representative (hereinafter: Cardholder) who has to be employed with the User and is not transferable to other persons.

Business payment card users and/or Cardholders are solely responsible for proper use of bank card.

All key provisions related to functionality of Business payment cards, rights and obligations of the User and the Bank are defined by Individual Agreement on issue of Business payment cards i.e. Framework agreement.

In order to use Business payment cards, each User shall be allocated a PIN. The use of PIN on ATMs and POS terminal is considered signature of the User. The User is responsible for safe storage and use of PIN.

If at the time of payment transaction on the Internet, the User is required additional verification of authenticity (e.g. MasterCard secure code/verified by Visa etc.), the User shall be obliged to enter a verification code which the Bank shall put at his disposal on a designated website. For the purpose of performance of this type of transaction, the User is obliged to duly submit the Bank all information on the change of submitted mobile phone number. Otherwise, the Bank shall not be liable for the proper performance of this type of transaction.

The Bank issues a Card to a natural person in physical and/or digital format. The User may transfer, activate or use a physical-format the Business Card in a digital format, depending on the Card functionality, as part of features of e-banking Service, as well as in other applications providing this possibility, in accordance with legislation. Depending on the functionality of the Business Card, the User may activate and use the Business Card in a digital format in other applications providing this possibility as well.



Business payment cards are granted with validity date embossed on the card itself, being understood that the Business payment card is valid until the last day of the month as inscribed on the Business card. The Card with expired validity date may not be used and may not serve for payments purposes.

During the validity of the card and/or by automatic renewal of Business payment card, the Bank is entitled to proceed to change of card organization with which it cooperates. In such case, the Bank shall urge the User to proceed, free of additional expenses, with replacement of the Business card which he/she uses and engages for the terms and conditions of using the new bank card to be identical with already existing functionalities and conditions for the use of Business cards, which the User uses in line with the Framework Agreement.

For the purpose of issue and use of Business payment card, the Bank charges fees and expenses to the User according to Pricelist, by debiting the User Account.

The User is liable for accuracy of data provided to the Bank in relation to issuing Business bank card and is obliged to report any change of data to the Bank. All expenses arising due to non-reporting of a change shall be borne by the User.

The Bank keeps and uses data related to Business card operations in accordance with regulations. The Bank shall process data under the Request for the purpose of fulfilling contractual obligations related with Business payment card.

As per the rules of cards organizations, if a User has registered the Business Payment Card on another digital payment service (e.g. telecommunication operators, cable TV operators, Netflix, HBO, as well as similar types of subscriptions), in case of loss and/or replacement of this Card, the Bank proceeds to automatic updating of Card data in these services. The User is obliged to suspend the subscription himself on any digital payment service which it had used).

Debit Card

Under the Law on Interchange Fees and special operating rules related to payment transactions under payment cards (hereinafter: Law on Interchange Fees), the Bank issues a debit card to the User which may be used for initiating payment transactions from current accounts of the Bank and which processing, netting and settlement of transfer orders issued on the basis of its use in the payment system of the Republic of Serbia is performed in domestic payment transactions, free of charge for debit Card issue, in accordance with individual contracts.

The Debit Card that may be used for initiating payment transactions from the Account and for which the processing, netting and settlement of transfer orders issued in domestic payment transactions in relation to its use are not performed in the payment system of the Republic of Serbia, may be issued only at special request of User provided in writing, and only in case that a debit Card has already been issued to this User for initiating payment transactions from the Account, which may be used for initiating payment transactions from current accounts of the Bank at which the processing, netting and settlement of transfer orders issued in domestic payment transactions for its use, are carried out in the payment system of the Republic of Serbia.

The Bank issues a debit card to the User in order for him to handle funds on the Account. The Bank sets monthly limit in dinars and in EUR for Bank debit cards and the User is obliged, within its overall available limit, to define a monthly limit for each individual Cardholder. In case the monthly limit of individual Cardholder is used up, the Cardholder shall not be able to use it regardless of positive balance on Accounts. The monthly limit for each individual Cardholder shall be renewed each first of the month.

The Bank shall issue debit card linked solely to RSD Account or RSD and FC Account and which is defined within Framework Agreement.

The Bank shall credit the account immediately and individually for each performed payment transaction arising by debit card, jointly

with all related expenses and fees, in accordance with the Pricelist of Fees.

The Bank shall settle receivables under use of debit card inland from Account in dinars. In case of lack or insufficient amount assets on the dinar Account to settle Bank receivables from debit card use, the Bank shall be entitled to settle its dinars claims from the foreign currency Account, by converting foreign currencies into dinars at the purchase interest rate of the Bank for foreign currencies.

The Bank shall collect its receivables under debit cards used abroad from the Account held in foreign currency except in case that the debit card is linked only to the Account kept in dinars. In case of lack or insufficient amount of assets on foreign currency Account, the Bank shall be authorized and entitled to settle its foreign currency claim from the dinar Account by converting dinars into foreign currency at selling exchange rate of the Bank for foreign currency.

If the debit card is associated with only the dinar account, all liabilities of the user created by using debit card in foreign currencies different from RSD (third-party currency) will be calculated in dinars at the bank's sale rate for EUR for Valid on the date of the bank's account by the Cartics system regardless of the original currency of the country where the payment of the transaction is created. Card organizations for payment transactions abroad, debit the bank's account in EUR per course available on the Web site of the card organizations.

Should there be a lack of assets on the Account for the full settlement of liability towards the Bank related to use of debit card, the Bank shall charge a default interest to the User onto the debt amount, in accordance with the Law on Default Interest.

By signing the individual agreement, the User agrees and authorizes the Bank to debit accounts in the foregoing manner in order to collect Bank receivables related to use of debit card.

As per paragraph 1 and 2 of this Chapter, in case of reissue of debit card, the Bank shall issue to the User a debit Card that may be used for initiating payment transactions from accounts at the Bank where the processing, netting and settlement of orders for the transfer of issued cards in domestic payment operations based on their use, is done in the payment system of the Republic of Serbia, free of charge for issue of debit Cards, in accordance with the Law on Interchange Fees, these General Operating Terms and individual contracts.

Credit Card

The Bank shall issue the User a credit only if the User meets the conditions for the issue of the credit card prescribed by acts of the Bank and applicable legislation, whereas the User obligations related to payment transaction by credit card mature upon expiry of a certain term, in a contractual manner. The Bank sets a maximum limit to the credit card User in dinars. The approved credit limit for the credit card includes the overall allowed spending inland and abroad which is granted to the User. The User sets a monthly limit for each individual Cardholder which shall be expressed in dinars, therewith the total spending of all Cardholders may not exceed the total maximum credit limit of a specific Cardholder.

ATMs

Depending on software capabilities and functionalities of ATMs, the User may use the business cards at ATM to perform the following payment transactions: deposit and/or withdrawal of cash in domestic or foreign currency, and/or use of other banking services, both on Bank ATMs and ATMs of other commercial banks.

All payment transactions on ATMs shall be performed by combined use of bank card and PIN entry (personal identification number), allowing User identification and representing proof that the order for the performance of payment transaction originated from the User and that the User has given consent for the performance of the transaction.

Payment transactions at ATM by means of bank card are carried out from the account that is linked to the bank business card defined by

the Bank as bank card issuer. With the exception of available balance on the Card, payment transactions by ATM may be limited by parameters/limits for withdrawing cash, set by the Bank in the Framework Agreement that regulates the opening and maintenance of account and agreement on the issue and use of bank cards, and/or technical possibilities of the ATM device and/or limits defined by the commercial bank – ATM owner.

Withdrawal of cash by bank cards inland at Bank ATMs as well as ATMs of other commercial banks inland may be performed in domestic and foreign currency, if this has been made possible at the specific ATM machine.

The Bank charges the User a fee for the payment service – withdrawal of cash by business bank card inland at ATM of other commercial banks, in accordance with the pricelist of fees.

The withdrawal of cash by bank card abroad is performed in the currency allowed by the commercial bank – owner of ATM, in accordance with domicile legislation, whereas the Bank charges the User a fee for this service, in accordance with the Pricelist of fees.

The Bank is entitled, at any time and without the consent of the User, to suspend or abolish the possibility to perform payment transactions at ATMs in case of justified reasons related to security of bank card or in any cases in accordance with the law. The Bank is obliged to advise the User prior to blockade of its intension of blockade, and if unable to advise the User prior to blockade, it shall be obliged to advise him immediately following blockade, in both cases through usual channels of communication with the Bank as selected by the User. Exceptionally, the Bank shall not advise the User in case the issue of such notification is prohibited by law or in case of justified security reasons.

The Bank renders alone the decision on the setup or temporary or permanent removal of one or several ATMs, without prior notice or notification to the User (e.g. due to defect, maintenance, operating error, security reason or decision to close the location or specific ATM(s)). The Bank is not and may not be considered liable for damage or any loss suffered by the User as the consequence of the foregoing decision of the Bank.

Each payment transaction as well as the performance of other banking services via ATM are subject to video surveillance systems installed by the Bank.

VIII Electronic banking services

The User and the Bank can contract electronic banking service, over e-banking platforms using information and telecommunication technologies, which represent a set of services of the Bank that enable the User, to use the services pursuant to the framework agreement and special terms of use of e-banking for legal entities and entrepreneurs (hereinafter: Special Terms).

The User Manual for Electronic Banking Service and Special Operating Terms are available to the User on the Bank website www.otpsrbija.rs as well as at Bank branches.

By signing individual agreement or conclusion of framework agreement, the User accepts the offered volume and content of Electronic Banking Service.

The Bank reserves the right and possibility to proceed at any time with adjustment or modification of conditions, volume or terms of use of Electronic Banking Services. The Bank shall post all information regarding the change of conditions, volume and terms of use of Electronic Banking Service on the official website of the Bank and shall notify the User in the contractual way.

The User is aware that the Bank records all incoming calls to the Customer Center, and that those sound recordings can be used to improve the quality of the provided services and/or to solve complaint requirements. When calling the bank and talking with an operator in the Customer Centre and/or branch, the mobile and/or landline telephone, which is reported to the Bank as a contact phone number of the User can be used as an identifier.

IX Standing order

A User can agree with the Bank an execution of a standing order by which he authorizes the Bank to perform regular and/or periodic payments charged to the Account so that the Bank performs the payment transaction, i.e. a series of payment transactions, in favor of the payment recipient and under the conditions defined by the User (account of the payment recipient, the payment amount, duration period, payment dynamics). The Bank shall execute the standing order in accordance with the terms agreed upon with the User. The Bank shall execute the standing order only if the account has sufficient funds to cover the entire defined amount of the payment plus the amount of fees according to the Price List of the fees. All payment transactions which are a part of a series of payment transactions per contractual standing order are considered authorized.

A standing order is agreed by signing a Form for a standing order and inputting all relevant elements/information related to payment transactions which are executed via standing order. A standing order ceases to have effect in the manner agreed upon, primarily on the defined day, through cancellation by the User, as well as by the closing of the User's account at the expense of which the payment is carried out.

A Standing Order may be used only by legal entities and entrepreneurs which sell a certain type of merchandize in their regular business activities, or mostly provide a certain type of service and which receive foreign currency inflow mostly with a single payment base code. Such a user may issue the Bank a standing order confirming in advance the future inflow of payment from abroad which it shall realize under a defined basis code and/or payment instrument, in order to allow small incoming payments from abroad – up to EUR 1000 to be carried out and booked automatically on the Account without renewed notification).

The Bank may not be liable for the accuracy of the basis code and/or payment instrument in case of issue of a new standing order, nor shall it liable in case of submission of individual notification to the User about these data.

In the process of issuing these standing orders, the Bank shall be obliged to point out to the User his responsibility and obligation to verify whether the collection code basis and/or payment instrument is appropriate to the User's future or past action and to provide the User appropriate solution.

The automation of the process allowing negotiating this type of Standing Order shall not affect measures and activities which the Bank carries out to prevent money laundering and terrorism funding.

X Direct debit

The User and the Bank can agree the execution of a series of payment transactions via direct debit, and this payment service enables the User to fulfill his obligations towards the payment recipient, on the basis of the consent that he has submitted to the Bank, the payment recipient and/or the payment recipient's service provider. In case of direct debit the payment recipient, based on the consent of the User as the payer, initiates a payment transaction for the debiting of the payer's account.

The consent may be delivered directly to the Bank, recipient and/or recipient's provider of payment services.

Direct debit can be used once or multiple times, it can have fixed or variable amounts and fixed or periodic maturity dates and it is negotiated by signing the direct debit form and/or other relevant document.

The Bank shall execute direct debit in accordance with the terms of the direct debit, which can be run either by processor and/or in accordance with a bilateral agreement between the banks and/or directly at the Bank on the basis of the recipient's payment instruction that initiates the payment transaction on the basis of direct debit. All payment transactions that are a part of a series of payment transactions initiated by the payment recipient on the basis of direct debit are considered authorized.

XI General Terms and manner of executing future payment transactions

Types of payment orders

Payment transactions via current and other payment accounts in the payment operations are executed by using appropriate payment orders which represent instructions of the payer or payment recipient which demand the execution of the payment transaction. The National Bank of Serbia prescribes the form, content and manner of use of the form of payment orders for the execution of payment transactions in dinars via current Account. The Payment order that the account holder provides to the Bank must be filled-in and it must be in accordance with the regulations and standards that are applied in payment operations, and these include a *deposit order*, *disbursement order* and *transfer order*.

A *deposit order* is a payment order used to deposit cash to a current Account (daily income payment, founder loans and other payments). A deposit order contains the following key elements: 1) name of the payer, 2) name of the payment recipient, 3) current account number of the payment recipient, 4) currency code, 5) amount, 6) purpose of payment, 7) payment code, 8) model number for the credit reference number 9) credit reference number 10) place and date of receipt, 11) date of execution, 12) signature of the payer (certification).

A *disbursement order* is a payment order used for the disbursement of cash from the current Account and it contains the same elements as the deposit order, with the difference that it contains the credit number instead of the debit number, and instead of the number of the current account of the payment recipient it contains the number of the current account of the payer.

Users are obliged to deposit dinars received in cash on all grounds to current Account within seven working days.

The abovementioned is not applied to Users having authorization from authorities regulating exchange operations that perform deposit of dinars in cash, based on exchange operations, in line with regulations in the area of exchange operations.

Conditions and manners for cash payments and withdrawals from current accounts of Users are performed in line with applicable regulations.

A *transfer order* is a payment order used for the transfer of funds from a current and/or other payment account to an account, and it contains the following basic elements: 1) method of execution - urgent, 2) name of the payer, 3) name of the payment recipient, 4) number of the current account of the payer, 5) number of the current account of the payment recipient, 6) currency code, 7) amount, 8) purpose of payment, 9) payment code 10) model number for the debit reference number 11) debit reference number, 12) model number for the credit reference number, 13) credit reference number 14) place and date of receipt, 15) date of execution, 16) signature of the payer/recipient (certification).

Forms of payment orders for the deposit, disbursement and transfer are issued on paper and can be executed even if they do not include all of the above- mentioned elements if the Bank determines that the elements listed in the order are sufficient for its execution.

The User is obliged to deliver at least 2 - two paper copies of the payment order to the Bank, whereas the Bank shall certify one copy and return it to the User, and the other copy that has been certified by the User's signature shall be kept by the Bank as the document based on which the compliance with the User's signature provided in the Signature specimen with KDP and the payment transaction is performed.

Next to the listed elements, a payment order issued in an electronic form through electronic banking service must contain the elements based on which the verification of authenticity of its submitter is performed, as well as of the accuracy and completeness of information in that order.

Payment orders for payment in foreign currencies in the country and payment orders for payments made abroad, as well as payment orders in dinars and foreign currencies between non-residents and

residents and non-residents in the country, are prescribed by the regulations governing foreign exchange operations. Payment orders for payments between non-residents, residents and non-residents in the country, and for payments abroad are payment orders, collection orders and general foreign currency orders, together with which the documentation proving the grounds for payments, i.e. for collection is submitted, in accordance with the regulations governing foreign currency operations, unless the User and the Bank agree otherwise, and in accordance with the regulations governing foreign currency transactions.

The User validates the payment orders by the stamp that he has deposited with the Bank on the KDP, if the User opts to use the stamp for verifying the paper Payment orders with the Bank.

Consent of the User for the execution of the payment transaction

The Bank shall execute a payment transaction only if the User has given his consent to the subject execution. The manner of giving the consent for the execution of the payment transaction or a series of payment transactions depends on the payment instrument and the channel for receiving payment orders. The User shall give the consent for the execution of the payment transaction:

- In the Bank's branch offices – by signing of payment order paper by a legal representative and/or person authorized to dispose of the User's account funds; in case of cash, delivery of duly signed and cash deposit and withdrawal orders, together with submission of the cash amount required for execution of the order including Bank commission in the case of the specific payment transaction. The User certifies payment orders by stamp which it has deposited at the Bank on KDP, if it has opted to use the stamp to validate paper payment orders at the Bank.

- Electronically – using electronic banking, id est. appropriate platform for electronic banking i.e. appropriate application as defined in the framework agreement for these services and/or in individual agreement for these services and/or Special Terms;

- by Business bank Card –

- a) by pressing the business bank card against the POS terminal;
- b) by readout of Business Payment Card on POS Terminal;
- c) by entry of PIN, which is considered consent of the User and/or by signing slip from POS terminal;
- d) by manual entry of data from the Business Payment Card, on POS terminal internet point of sale on the website of the merchant or in another application through which the payment at the point of sale of the merchant is made;
- e) as well as by other means of identification, depending on the type of payment, type of POS terminal and functional features of the Business Payment Card.

-for payment transaction on ATMs, electronic trail from ATM represents a proof of performed transaction.

A payment transaction for whose execution consent was given in a manner described above is considered an authorized payment transaction – a payment transaction approved by the User as payer.

Receipt of a payment order

The Bank shall receive payment orders through its receiving channels (in branches, in written and/or electronic form by electronic banking service) in accordance with the provisions of these General Terms, the individual agreement and/or the provisions of individual agreements and the Special Terms which all together form the framework agreement. The Bank determines whether the conditions for the execution of a payment order are met at the moment of receiving the payment order. If an execution date in the future is specified in the payment order, the Bank checks the conditions for the execution of the payment order on the designated date of execution.

In the case of the submission of information or a payment order by the User by means of remote communication, the Bank shall not be liable for damages that may arise due to the chosen method of information and/or payment order submission. The bank shall accept a payment order if it is correctly filled out, legible and authorized in the agreed manner. The execution of a payment order itself depends on the time of receipt of the payment order in accordance with the Time Schedule.

It is considered that the Bank has received payment orders through its receiving channels if they are submitted during the work day of the Bank, which is defined as a Business Day by the applicable Time Schedule used for determining the time of receipt and the time of the execution of payment orders. In case of instant payments, it shall be considered that the Bank has received the instant transfer of approvals at the time when the Bank creates an instant transfer order in the IPS payment system.

For payment transactions initiated by a Business payment card, the time of receipt of the order is the moment in which the user gives the consent for the execution of the payment transaction and the Bank implements an authorization procedure.

If the User and the Bank determine that the execution of a payment order starts on a certain day or a day at the end of a certain period or on a day when the payer makes the financial assets available to his provider of payment services – it is considered that the payment order was received on that determined day. If that day is not a Business day of the Bank, it is considered that the payment order was received on the next Business day.

Execution of payment transactions

The Bank shall execute the received payment order if the following conditions are fulfilled:

- If the User has given consent for its execution, in one of the agreed manners defined in these General Terms of Provision of Payment Services and/or individual agreements,
- If case that the payment order is correctly filled in, legible and signed by a legal representative and/or person authorized to dispose of the User's account funds
- If the payment Account has sufficient funds to pay the entire amount of the payment order, including the Bank's fee which is calculated and charged in accordance with the Price List of Fees for Services of the Bank or the User who makes a cash payment to his Account, submits to the Bank, the cash in the amount necessary for the execution of the payment order including the Bank fees, unless it is otherwise defined or agreed upon in case of an individual additional service.

Regarding the terms of performance, the order shall be executed in accordance with the Time Schedule.

For payment transactions resulting from the use of a bank card, the date of debiting of the specific User's account may be different from the date the payment transaction was made. The Bank shall debit the specific User's account, to which the bank card is related to, when it receives the debit order from the service provider of the payment recipient. Until the date of the receipt of the debit order, the Bank shall reserve the funds in the User's specific account for the transaction authorized by the bank card. Deadlines defined by the regulations of credit card organizations are applied to the execution of bank card transactions. For transactions initiated by a bank card, the User shall try to resolve any disputes about the quality and delivery of goods and/or services, material defects of the goods and/or services, with the merchant at the point of sale or by written correspondence depending on the type of payment. The Bank shall not be liable for any damage inflicted upon the User as a result of the merchant's failure to fulfill obligations. The User shall be responsible for all conditions while using the bank card, which he accepted at an ATM, POS terminal, merchant site or other form of accepting conditions depending on the type of payment.

If a payment order is initiated by a direct debit payment service, the Bank shall execute the payment order only if there is consent of the payer which he can also give to the payment recipient, to his own payment service provider or to the service provider of the payment recipient.

When the special regulations for the execution of a payment order require certain documents or specific information, the Bank shall execute the payment order if such documents or information are submitted.

The Bank shall debit the User's Account without the payment order in the following cases:

- In the process of execution pending against the User, in accordance with legal regulations,
- In order to collect overdue fees and receivables arising from business relations with the Bank,
- In the case of presenting a promissory note issued by the User for payment, if there are sufficient funds to meet the promissory note,
- In other cases prescribed by the relevant regulations and/or an individual agreement.

An executed payment transaction from the previous paragraph shall not be considered an unauthorized payment transaction and has priority over the payment orders that the User submits to the Bank.

The Bank shall execute payment orders according to the time of receipt of a payment order from the Time Schedule, respecting the execution deadlines and priorities set forth by legislation.

For payment transactions in dinars the Bank shall execute payments within the available cover on the Account of the User in the currency of payment RSD (dinars), and for payments in the currencies of third countries, within the available cover on the account in the currency/currencies defined by the User. If the User does not provide sufficient cover in the specified account in the payment currency that he has defined himself, the Bank is not obliged to execute such a payment.

By signing individual agreements, the User irrevocably and unconditionally consents and authorizes the Bank, for the purpose of settlement of all due receivables which the Bank has towards the User under the Account, to proceed without further consent of the User with the debit of any of the User accounts opened at the Bank, therewith for the use of funds from foreign currency account of the User, the Bank shall apply the valid buying rate of the Bank for foreign currencies on the date of debit of that account.

If the User also holds other dinar and foreign currency accounts at the Bank, he/she consents that the Bank may mutually set off the asset and liability side of these accounts, about which the User shall be advised under contractual terms.

Revocation of a payment order

A) The user entrepreneur may revoke a payment order at any time before the respective payment order becomes irrevocable by revoking his consent to perform individual payment transaction or a series of payment transactions, so that any of the future payment transactions in a series would be considered unapproved. Revocation of a payment order must be given in written or electronic form, depending on the manner of issuing payment orders, and contain relevant elements of the payment order being revoked (amount, recipient, payer, execution date, etc.).

Irrevocability of a payment order occurs:

- after the payment order has been received by the Bank and released into interbank payment flows,
- for payment transactions initiated by a standing order and/or by the payment recipient through direct debit, no later than 1 (one) working day before the agreed date for the execution of payments by debiting the payer's payment account.
- For orders performed through the IPS payment system, after the Bank creates an instant transfer order.

Upon the expiry of the deadlines from the previous paragraph, the User – entrepreneur can no longer revoke the payment order, except based on an agreement with the Bank. If the payment transaction is initiated by the payment recipient or the payer via the payment recipient, the revocation of the payment order after the listed deadlines cannot be executed without the consent of the payment recipient.

For payment transactions initiated by business bank card, the User cannot revoke the payment order after the payment transaction has been authorized as defined by General Terms.

Each payment transaction executed after a duly received revocation is considered an unauthorized payment transaction.

B) The User - legal entity may not revoke the consent given to the Bank for execution of a payment order, or an individual payment

transaction or a series of payment transactions initiated by a permanent order or direct debit order, so that any of the future payment transactions in a series would be considered unapproved, whereby the consent to execution of future payment transactions is provided by signing of the Framework Agreement.

Refusal to execute a payment order

The Bank shall refuse to execute a payment order if all conditions for its execution have not been met i.e. in following cases:

- If the order has been corrected, crossed out, erased or otherwise altered,
- If the unique identification designation (UID) or other information that the User is obliged to state for a proper execution of a payment order is incorrect,
- If the signature on the debit order is not the identical to the signature that the User or an authorized person deposited with the Bank, i.e. if the User has opted to validate by stamp the payment orders which it submits to the Bank, in case the stamp on the payment order is not identical to the stamp which the User deposited at the Bank.
- If there are no sufficient funds on the User's account for the execution of the payment order together with the payment of corresponding fee in accordance with the applicable Price List of Fees,
- If the Account is blocked for reasons determined by the regulations,
- If consent for the execution of the payment transaction was not given in an agreed manner, as defined by these General Terms,
- For orders implemented through IPS payment system, if the provider of payment services of the recipient is not in the IPS system;
- For orders implemented through IPS payment system and with insufficient funds for the performance of payment transaction and/or when the provider of payment services of the recipient submitted a reply that he does not accept the instant transfer order including reasons for rejecting this order and/or in case of expired term for reply of the recipient of the payment services provider.
- If there are legal obstacles for the execution of the payment order,
- If its execution would be contrary to the regulations governing the prevention of money laundering and financing of terrorism and foreign currency operations.

The Bank shall reserve the right to request additional information regarding a specific payment transaction from the User, before and after the execution, if such an obligation would result from the regulations governing the prevention of money laundering and financing of terrorism, and/or internal Acts of the Bank adopted on the basis of these regulations and/or policies of the banking group the Bank belongs to. In case the User does not provide the Bank with the additional information requested, the Bank reserves the right not to execute the transaction or to reject the respective transaction.

If the User provides the Bank with a false unique identification designation, or any other incorrect significant element of a payment order, the Bank shall not be responsible towards the User for the accuracy and timeliness of the execution of the payment order.

If the Bank refuses to execute a payment order in accordance with this Article, it shall be considered that the payment order was not even received. The Bank cannot transfer nor realize refused payment orders to the next Business day.

The Bank is obliged to notify the User on the refusal of performance of payment order and, if possible, of the reasons for such refusal. The Bank submits this notification to the User without delay, within terms set for the performance of payment orders at the latest, in one of the contractual ways.

Regarding payment transactions performed through IPS payment system, if the Bank as provider of payment services of the payer receives a notification under paragraph 1, line 8, it shall be obliged to immediately inform the User as payer accordingly, under terms set forth in the Framework Agreement, and where possible, about

the reasons for the refusal, except when issuing such notification is prohibited by law, therewith the Bank shall be obliged to immediately refund to the User the payment order amount, i.e. to release the allocated financial assets on his payment account, if these assets have been allocated for the performance of this order.

In case of refusal of the order by the provider of payment services of the recipient of payment, the Bank as provider of payment services notifies the User accordingly and provides available information on the reasons for the refusal received by the provider of payment services of the recipient of payments, therewith this provider is obliged to immediately refund the payment order amount to the payer, i.e. release allocated funds on his payment account if these funds were allocated for the performance of this order.

XII Deadlines for the execution of a payment transaction

In domestic payment transactions executed in dinars, the Bank approves the amount of this transaction on the account of the provider of payment services of the payment recipient on the same Business day when the Bank received the payment order, except if funds approved through the IPS payment system when the Bank shall immediately credit the account of the payment recipient and allow the recipient to dispose with these funds. In addition, the Bank credits the funds to the payment recipient and makes them available on the same Business day, provided that the Bank has received all information necessary for the crediting of the payment account of the recipient.

The provisions of regulations that govern foreign currency operations shall be applied on the execution of international payment transactions, and all that is not regulated by the aforementioned regulations, shall be regulated by the provisions of these General Terms i.e. framework agreement and the Law.

In performing international payment transactions the Bank shall not be responsible for the conduct of foreign banks (providers of payment services) and/or intermediaries that participate in the chain of execution of these payment transactions.

In a payment transaction in the currency of third countries, the Bank of the payer shall approve the funds for the Bank of the payment recipient in accordance with the Time Schedule for the receipt and execution of payment orders and/or in accordance with an instruction that the payer has noted in the payment order, whereas the value date in which the order is executed may not be older than the date of the order receipt.

In payment transactions not included by the previous paragraph, the deadlines for the execution of payment transactions stipulated by the Law or regulations shall apply.

In the case of direct debit, deadline for the execution is specified in the order by the consent of the payer.

In case that a transaction is performed through Business Payment Card on a terminal owned by the User which has signed the agreement on acceptance of bank cards with the Bank and provides its services based on such agreement, the Bank shall credit the User's account pursuant to the deadlines stated in the agreement on acceptance of bank cards.

The Bank shall enable the recipient of payment the disposal of funds immediately following crediting of these funds on the payment account.

If a User – entrepreneur requires payment of cash from the Account, the Bank is required to immediately disburse him the required amount, free of charge, except in cases of payments exceeding the amount of 600,000 dinars or disbursement of cash which dinar equivalent at the official median exchange rate exceeds 600,000.00 dinars, when the Bank may disburse such amount on the subsequent Working Day.

In case that a payment transaction is performed through a business bank card issued by the Bank to the User, the Bank shall debit the User's account to which the business bank card is connected immediately upon receiving a payment order from the recipient's

service provider, payment recipient, whereas the deadlines have been defined by the rules of the bank card organizations.

The provider of payment services of the payment recipient is obliged, without delay, to credit the funds to the payment recipient, on his payment account, or if the payment recipient does not have a payment account with that payment service provider, to put said funds at his disposal:

- 1) if the amount of the payment transaction intended for the payment recipient has been credited on the account of the payment service provider of the payment recipient or if said payment provider has received that amount in another way;
- 2) if said provider has received all information necessary for the crediting of the payment account of the payment recipient or the placing of funds at the disposal of the payment recipient.

The payment service provider of the payment recipient is obliged to allow the payment recipient the disposal of funds immediately after the crediting of these funds on the payment account of said recipient.

If the funds in the account of the Bank, as a service provider of the payment recipient, are approved on a day which is not a Business day of the Bank, it is considered that the Bank has received the financial assets for the payment recipient on the next Business day.

In connection with the execution of the payment transaction, the Bank shall ensure that:

- The value date of the debit of the User's payment account is the same or later than the date when this payment account is debited for the amount of the payment transaction,
- The value date of the crediting of the payment account of the payment recipient is no later than the Business Day when financial assets of the payment transaction were credited on the Bank's account, or for orders in the currency of third countries in accordance with the laws on foreign exchange operations.

XIII Information and data about fees, interest rates and currency exchange rate

The type and level of all fees and actual expenses charged by the Bank to the User are provided in the Bank's Price List of fees which is an integral part of the framework agreement.

In case of bank card transactions performed on POS terminal owned by a User that has signed the individual agreement on acceptance of bank cards with the Bank and provides services based on that agreement, the amount of fee is defined in that individual agreement on acceptance of bank cards.

For funds deposited in a current account and other payment account the Bank can calculate and pay interest in the manner and the amount regulated by an individual agreement

If the User of payment services uses funds from the authorized account overdraft for the execution of payment transactions, interest amount, method of calculation and payment of interest shall be defined by such individual agreement on authorized account overdraft.

The Bank shall execute a payment order in the currency stated in the payment order. If the execution of a specific payment order requires a conversion of a certain currency, the currency exchange rate, the Bank shall apply the buying and selling rate of the Bank for the respective currencies valid on the date of receipt of the conversion order, which the User has accepted on the basis of previously submitted Bank's offer.

For transactions of the User resulting from the use of business credit card, the Bank shall settle funds arising from the use of such card in the country and abroad, in dinars. In doing so, all the obligations resulting from the use of the Business credit card in foreign currencies shall be converted into dinars according to the selling rate of Euro for Bank's foreign currency, valid on the day of the debiting of the Bank's account by the Card Scheme, regardless of the

original currency of the country in which the transaction occurred at the rate applied by credit card systems.

In case of bank business card transactions performed abroad, the currency is converted by bank card organizations pursuant to the exchange rate valid on the date on which the debit has been sent. The exchange rate may be found on official websites of bank card systems through which the debit is being sent.

XIV Information for Users of payment transactions for international payment transactions and payment transactions in the currencies of third countries

In the execution of international payment transactions and/or payment transactions in the currencies of third countries, the Bank shall provide the User of payment services with information on the expected timing of the execution of the payment transaction as well as the expected level of fees if the Bank, prior to the initiation of a payment transaction, does not have information on the exact level of these fees charged by the other provider of payment services or an intermediary involved in the execution of these payment transactions.

The Bank shall not be responsible for the conduct and execution by a provider of payment services with registered office in third countries, i.e. for the conduct of foreign banks acting as providers of payment services participating in the international payment transaction.

XV Information on safety and other measures related to the payment instrument

Obligation of the Bank as the provider of payment services in relation to the payment instrument

When issuing a payment instrument, the Bank is obliged to ensure:

- 1) That the personalized security features of a payment instrument are available exclusively to the User whom the said instrument was issued to,
- 2) That the User can, at any time, in an appropriate way, inform the Bank about the misuse, theft and/or loss, by calling the Bank's Call Centre numbers 381 (0) 11 3011555 or 381 (0) 11 3011550, or personally report it in the nearest Bank branch.
- 3) To prevent any further use of the payment instrument once the User has notified the Bank.

The Bank cannot issue the payment instrument to the User if he did not request it except in the case of a replacement of an already issued payment instrument.

The Bank is obliged to submit evidence to the User, that this User has informed the Bank about the theft, loss and/or misuse, if the User has filed a request for the submission of such evidence within 18 (eighteen) months from the date of this notice.

Obligation of the user of payment services in relation to the payment instrument

The User of payment services is obliged to:

- Use the payment instrument in accordance with prescribed, i.e. contractual terms governing the issuance and use of this payment instrument,
- Immediately after receiving the payment instrument take all appropriate measures to protect personalized security elements of the said instrument (e.g., PIN, card number),
- To guard the bank Card and the secrecy of the PIN from unauthorized access, theft and improper use; to keep the PIN number separately from the bank Card and not disclose it to third parties; to not allow a merchant or third party to take the bank card outside the User's field of vision;
- To notify the Bank immediately and without delay after learning of the loss, theft or misuse of the payment instrument, by calling the Bank's Call Centre numbers 381 (0) 11 3011555 or 381 (0) 11 3011550 or in the nearest Bank branch, and to request that the Bank blocks the further use of the payment instrument, whereby he shall identify himself with his personal

identity number and other information that the Bank's employee requests.

- In case of unauthorized use of the bank Card, i.e. information on the bank Card, too immediately after receiving this knowledge, report to the Bank the transaction executed by an unauthorized use of the bankcard by submitting a filled complaint form on business premises / in Bank business network.

Restrictions of use of the payment instrument

The User and the Bank can agree on a spending limit for an individual payment transaction or for multiple payment transactions in a given period if these payment transactions are executed based on the payment instrument.

The Bank may disable the use of the payment instrument (*blocking of the payment instrument*) if there are reasonable grounds related to the security of the payment instrument, if there is suspicion of an unauthorized use of the payment instrument, or its use for fraudulent purposes, or if there is an increased risk that the User shall not be able to fulfill his payment obligation when the use of the payment instrument is related to the approval of loans, i.e. authorized account overdraft to the User, pursuant with the provisions of the Law.

Increased risk from the previous paragraph implies insufficient assets on the Account to charge the services which the Bank provides to the User, as of the time of entry in default, under any product including, but not limited to granted loan and/or overdraft of account opened at the Bank. In case of increased risk, the Bank shall be entitled to block payment instruments of the User and disable access to funds on Account until full collection of outstanding liabilities.

The Bank is obliged to notify the User on the intent to block the payment instrument and on the reasons for its blocking. Exclusively, if the Bank is unable to notify the User before the blocking of a payment instrument, the Bank is obliged to do so immediately after the blocking.

The Bank is obliged to deliver the notice on the intent to block, i.e. on the blocking of the payment instrument to the User in the manner agreed upon between the Bank and the User, which includes sending a notification by E-mail, SMS or in some other appropriate contractual manner. Exceptionally, the Bank shall not notify the User on the intent to block payment instrument, i.e. on the blocking, if giving of such notice is prohibited by regulations or if justified by security reasons.

The Bank shall re-enable the use of the payment instrument or replace it with a new one, when the reasons for blocking cease, about which the User shall be notified in an agreed manner.

Responsibility of the Users for unauthorized payment transactions

The User-entrepreneur shall bear the losses stemming from the execution of unauthorized payment transactions up to the amount of 3.000, 00 dinars, if such transactions are executed by the use of:

- 1) A lost or stolen payment instrument, or
- 2) A payment instrument that has been misused because the User has failed to protect its personalized security elements.

These provisions on limited liability do not apply when it comes to User - legal entity, and the User legal entity is responsible for the total amount of damage/loss arising in the event of unauthorized execution of payment transactions in the prescribed manner.

The User shall bear all the losses stemming from the execution of unauthorized payment transactions if the transactions were carried out due to fraudulent acts of the User or due to non-fulfillment of his obligation to report a lost, stolen or misused payment instrument to the Bank immediately upon learning about it, due to his intent or gross negligence.

The User shall bear all losses and damages resulting from the loss/theft/misuse of the bank card up to the moment of notifying the Bank, as well as in the case of using the bank card for payments through the internet, as well as when performing telephone, postal

purchases, when the User, through such payments, assumes all risk and the Bank shall not be liable if there is a misuse of bank card information.

The Bank shall not be liable if there is a misuse of bank card information when using the card, nor for the User's shall gross negligence, and the User assumes all risk by making such a payment.

The User shall not bear losses if the Bank did not provide him with an appropriate manner for reporting a lost, stolen or misused payment instrument, unless the losses incurred due to fraudulent conduct of the User himself.

The User shall not bear the losses caused by unauthorized payment transactions that were made after the Bank has been informed that the payment instrument was lost, stolen or misused, unless the losses incurred due to fraudulent conduct of the User himself.

Burden of proving the execution of payment transaction

If the User – Entrepreneur claims not to have approved the execution of a payment transaction or that the payment transaction has not been performed, the Bank, in case it claims otherwise, shall be obliged to prove that the payment transaction was authenticated, properly registered and booked and that its execution was not affected by any technical malfunction or other defect. The payment transaction is authenticated when the Bank verified and confirmed the use of a payment instrument, including its personalized safety elements, by applying adequate procedures.

These provisions regarding the burden of proof do not apply to Users – legal entities, which carry the burden of proving that they did not approve the payment transaction or that the transaction has not been carried out.

The user's request for a refund of the amount or the proper execution of the payment transaction

User is obliged to follow all reports/statements of Account turnover that are received from the Bank, to review it and inform or file a claim on all divergences or denial of obligation in reports/statements of account turnover received. User is obliged to inform the Bank on all unapproved, unperformed or wrongly performed transaction or if the correction is requested, immediately upon learning that on this payment transaction, and not later than 15 (fifteen) days from Account debiting.

After deadline from previous paragraph, User loses the right for refund for any unapproved, unperformed or wrongly performed payment transaction and for request for correction, or to demand correct execution of transaction if the Bank has delivered all information on that payment transaction in line with the Law. In General terms and conditions, as the date of learning on the unapproved, unperformed or wrongly performed payment transaction will be considered day of reception of reports/statements of account turnover, that beside other data contains data on individual transactions.

Refund of the amount of the approved and properly executed payment transaction

The Bank shall refund the User-entrepreneur as a payer, at his request, the entire amount of an authorized and properly executed payment transaction initiated by the payment recipient or the payer via the payment recipient, if the following conditions have been met:

- 1) The User has given consent to execution of payment transaction without the established correct amount of the payment transaction
- 2) The amount of the payment transaction is higher than the amount the payer could reasonably expect, taking into consideration the amounts of his previous payment transactions, terms defined in the Framework Agreement and circumstances of such specific case.

The Bank may demand from the payer to provide evidence of the facts related to the fulfillment of conditions stated in the previous paragraph. The payer may not refer to the condition from the previous paragraph stated under point 2 if the higher amount of the

payment transaction is a consequence of the currency conversion based on the agreed referential exchange rate.

The payer may apply for a refund within 56 (fifty six) days from the date of debit and the Bank shall refund the entire amount of the payment transaction to the payer entrepreneur or inform him of the reasons for refusing the request within 10 (ten) Business days from the day of the receipt of the request. If the Bank refuses the request, it shall notify the payer, about the reasons for the refusal and the process of achieving the protection of rights and interests of users of payment services, including the extra-judicial resolution of the dispute, as well as the steps that can be initiated due to the violation of the provisions of the Law and about the authority competent for conducting these proceedings.

The User entrepreneur as Payer is not entitled to refund of the amount of the approved and properly executed payment transaction initiated by the recipient or the payer via the recipient, if the following conditions have been met:

- The payer has directly provided his consent for execution of payment transaction to the Bank;
- The Bank or the recipient has provided in the agreed manner the payer with the information about the future payment transaction at least 28 (twenty eight) days before the due date.

These provisions on return of the approved and properly executed payment transaction are not applied to a User who is a legal entity. Besides the above-mentioned, these provisions which are related to refund of the amount of the approved and properly performed payment transaction are not implemented to payment transactions initiated by promissory notes that, in sense of the Law, represent an irrevocable consent of the promissory notes issuer for his provider of payment services to perform the payment transaction initiated by the holder of the promissory notes.

Refunds related with performed instant transfer of approvals

The Service Provider of the Payer is entitled to initiate refund from the recipient's provider of payment services based on instant transfer of approval (hereinafter: refund of instant transfers):

- if it has performed twice the payment order of the payer;
- in an amount exceeding the amount set under this order;
- to another recipient of payment, not the person listed in the order;
- if the transfer has been executed by error due to technical issues;
- at the request of the payer, it may initiate refunds of transfer from the recipient's provider of payment services and for other reasons set forth by the payer (e.g. the payer has carried out the instant transfer of approval on the wrong payment account of the recipient of payment, and in the wrong amount etc.)

The Refund of instant transfer may be carried out in the same or lower amount than the amount of performed instant transfer order, for reasons that are the subject of mutual agreement between the recipient's and payer's provider of payment services, i.e. their respective users of payment services.

The Provider of payment services is obliged, under the request for refund, to proceed to such refund in accordance with legislation regulating payment services or to reject that request and state related reasons for refusal (i.e. closure of payment account of the recipient of payment, reasons determined by legislation, already performed refund under the same instant transfer of approval, recipient of payment not consenting etc.)

When the request for refund is submitted based on the request of the payer under paragraph 1, line 5 of this subheading, and the provider of payment services of the recipient refuses such request, the provider of payment services of the payment shall immediately submit to the payer, at his request, all available information necessary for exercising his right to refund (e.g. information on the recipient's provider of payment services and/or on the recipient of payments).

The recipient of the provider of payment services may even without request of the payer's provider of payment services proceed to refund of instant transfer to that provider, if it determines that there is

basis for this refund, in accordance with legislation regulating payment services, i.e. at the request of the recipient of payments.

XVI Responsibility of the Bank as the provider of payment services in relation to the execution of payment transactions

The Bank shall be responsible for the execution of a payment transaction for which there is no consent of the payer entrepreneur and/or legal entity (unauthorized payment transaction), and is obliged to, promptly upon learning, refund the amount of said payment transaction to the payer, i.e. to bring the payer's payment account back to the state in which it would have been if the unauthorized payment transaction had not been executed, including all fees charged by the Bank, as well as to carry out, i.e. pay the amount of any interest to which the payer would have been entitled to if the unauthorized payment transaction had not been executed.

The Bank is responsible for the non-executed or incorrectly executed payment transaction initiated by the payer-entrepreneur or initiated by the recipient of payments-entrepreneur or an entrepreneur- payer through a recipient of payments in accordance with the Law, or in accordance with the terms of execution of payment transactions as defined by Law and Time Schedule in this case it shall immediately upon learning refund the amount of the non-executed or incorrectly executed payment transaction to the payer or to return the payers payment account back to the state it would have been had the incorrect payment transaction not occurred, along with any fees charged by the Bank, as well as to execute or pay the amount of interest that the payer would have been entitled in connection with the non-executed or improperly executed payment transaction, unless the payer did not demand proper execution of the payment transaction.

If the payment transaction has been initiated by the recipient who is an entrepreneur or by the payer who is an entrepreneur via the recipient, the recipient's provider of payment services will be liable to the recipient for proper delivery of the order to the payer's provider of payment services pursuant to the Law.

If the Bank provides evidence to the payer, and if necessary, to the provider of payment services of the payment recipient, that the account of the payment service provider of the payment recipient has been authorized for the amount of the payment transaction within the legal deadline, the provider of payment services of the payment recipient shall answer to the payment recipient for the non-executed or improperly executed transaction.

The Bank, in addition to the above mentioned, answers to the payer for the execution of a payment order initiated by the recipient of payments, if the provider of payment services of the payment recipient proves that he has properly conveyed a payment order to the Bank and that he has approved the account for the payment recipient and placed funds at the disposal in deadlines prescribed by Law.

In the case of a non-executed or an improperly executed payment transaction, the Bank, as a provider of payment services of the payment recipient – entrepreneur is obliged to immediately take action, regardless of its responsibilities and at the request of the payment recipient, immediately undertake measures to determine the flow of financial assets and inform the payment recipient on the results.

The Bank shall not be obliged to refund the amount of an unauthorized, non-executed or improperly executed payment transaction and calculated fees to the User, any of the following cases occur:

- if the execution, non-execution and/or improper execution of a payment transaction is a consequence of extraordinary and unforeseen circumstances that the Bank could not influence,
- if the execution, non-execution and/or improper execution of a payment transaction is a consequence of the Bank's obligation arising from other regulations binding for the Bank,
- if the execution, non-execution and/or improper execution is a consequence of a payment transaction via a counterfeit payment order submitted to the Bank by the User, a consequence of fraud by the User's authorized persons or if the User and/or his authorized persons accidentally or intentionally fail to fulfill their obligations related to the payment instrument,

- if the Bank has executed an improper payment transaction based on an incorrect payment order submitted to the Bank by the User and/or his authorized person,
- if the execution of an unauthorized payment transaction is a consequence of the use of a stolen or lost payment instrument or a payment instrument that has been misused if the User and/or his authorized persons did not ensure the security protection elements of the payment instrument,
- if the User has not informed the Bank on the unauthorized payment transaction, unexecuted payment transaction and/or improperly executed payment transaction, i.e. did not submit a request for proper execution of payment transaction immediately when he determined that there has been such a transaction, but not later than 15 (fifteen) days from the date of debit, i.e. of the crediting of the account,
- in case of sending the information or payment order by the User in the form of an unprotected record.

If the payment order was executed in accordance with the unique identification designation of the payment recipient of that payment order, it shall be considered that this payment order has been executed correctly in the part that relates to the designation of the payment recipient.

If the unique identification designation delivered to the Bank by the User is incorrect, the Bank shall not be liable for the payment transaction that has not been performed or has been improperly performed. In this specific case, at the request of the User, the Bank is obliged immediately to take all reasonable measures to ensure refund of the payment transaction to the User, whereas the provider of payment services of the payment recipient is obliged to cooperate with the Bank as provider of payment services of the payer, as well as to provide him all necessary information in order to ensure refund of the payment transaction. Should the refund of the transaction not be possible, the Bank at the written request of the User may immediately submit all available information necessary to the User to exercise his right to refund (e.g. information on the recipient's provider of payment services and/or recipient of payment).

In case of a non-performed or improperly performed payment transaction, the Bank shall, regardless of the liability for proper execution of payment transaction, following the request made by the User who is an entrepreneur, immediately take the appropriate measures in order to identify the payment transaction cash flow and immediately provide this User with information about the outcome of the measures taken, whereas the Bank shall have no such liability when it comes to the Users who are legal entities.

XVII Rights and obligations of the Bank as a provider of payment services

The Bank shall have the following rights and obligations in certain cases of improper execution of a domestic payment transaction:

- 1) If the Bank as the payer's provider of payment services transfers to the provider of payment services of the payment recipient the amount of the payment transaction, that exceeds the amount specified in the payment order, or if it mistakenly executes a payment order multiple times - the provider of payment services of the payment recipient, based on the evidence of the Bank that has made this mistake, is obliged to immediately return these funds to the Bank;
- 2) If the Bank has transferred an amount less than the payment transaction amount specified in the payment order, to the provider of payment services of the payment recipient, the Bank may, as the payer's provider of payment services, transfer the difference to the provider of payment services of the payment recipient without a related request from the user of payment services;
- 3) If the Bank has transferred the funds to some other user as payment recipient, and not to the one that is specified in the payment order, the Bank is obliged to properly execute the payment transaction on the same Business day without the request from the User for the correct execution of the payment transaction, and the payment service provider of the payment recipient to whom financial assets were mistakenly transferred to, is obliged, based on the evidence of the Bank, without delay, to repay the received funds to the Bank (to transfer them as a refund).

The Bank shall not bear responsibility for not executing the payment transaction in the event of exceptional and unforeseeable interferences in the performance of payment services. Such disturbances are considered to be events that make it difficult or impossible to perform such services, and are caused by force majeure, wars, riots, acts of terrorism, strikes, interruption of telecommunication lines or other channels of communication, acts and regulations of any state or other authorized body, termination or malfunction of the payment system, which the Bank could not influence, and which represent an objective obstacle for the provision of these services.

The Bank shall not be held responsible when, due to the application of regulations governing the prevention of money laundering and financing of terrorism and/or due to sanctions imposed by one of the countries in which the payment recipient is located, the Bank refuses to execute or cancel the execution of the payment transaction or extend the deadlines for the execution of an order listed in the Time Schedule.

XVIII Terms of modifications and amendments of the Framework Agreement and the termination right

Modifications and amendments of the Framework Agreement and the General Terms at the proposal of the Bank

If the Bank proposes modifications and amendments to the provisions of the Framework Agreement it is obliged to submit to the User of payment services - entrepreneur, a proposal of such modifications and amendments for approval, no later than two months prior to the proposed date of the commencement of their application, and to the User of payment services - legal entity no later than 15 (fifteen) days prior to the proposed date of the commencement of their application, in writing. After the receipt of the proposal of modifications and amendments of the contractual relationship under the framework agreement, the User may agree that the proposed modifications and amendments can have legal effect prior to the proposed date of the commencement of their application.

If the User does not agree with the proposed modifications and amendments of the framework agreement, he may, without notice and without payment of fees and other expenses, terminate the Framework Agreement, provided that he settles all obligations towards the Bank prior to this. The User must submit the statement of termination to the Bank in writing, at the address of the Bank and/or Bank's branch, no later than 1 (one) Business day before the implementation of the proposed modifications and/or amendments. In this case, the Bank shall also retain the right to terminate the framework agreement and to close the account.

If the User does not submit the statement that he does not agree with the proposed modifications and amendments of the framework agreement before the date of the commencement of the application of proposed modifications and amendments to the framework agreement, it shall be considered that he has accepted the proposed modifications and amendments.

The Bank is obliged to provide to the User, together with the proposal for modifications and amendments to the framework agreement, a notice with which it shall inform him of his right to terminate the Framework Agreement without the payment of fees and other expenses, before the date of the commencement of the application of proposed modifications and amendments, if he does not accept such proposal, as well as that it shall be considered that he has agreed to the proposal for modifications and amendments to the Framework Agreement, if he did not notify the Bank that he does not agree with the said proposal, by the date of the commencement of the application of proposed modifications and amendments.

It is hereby determined that the Bank may, without prior notice to the User, make changes in the interest rate and the currency exchange rate, if they are based on modifications to the agreed reference interest rate and reference exchange rate. The Bank may apply the modifications to the interest rate or the exchange rate, which are more favorable for the User, without notifying the User.

Right to terminate the Framework Agreement at the request of the Bank

The Bank, as the payment service provider, has the right to terminate the Framework Agreement concluded for an undetermined period of time, with a notice period of 2 (two) months from the date of receipt of notice of termination of Framework Agreement, in case of a User who is an entrepreneur, and in case of a User - legal entity- with a 15 (fifteen) day notice period from the date of receipt of notice of termination of Framework Agreement, for reasons and under conditions set forth in these General Terms, in the section titled Closing of payment accounts, Chapter VI Terms for opening, maintaining and closing of payment accounts, as well as in the cases established by an individual agreement, or other special agreement which regulates a specific payment service, in accordance with the Law on Obligations and/or other regulations.

The Bank is obliged to submit the notifications on the termination of the Framework Agreement to the User in writing, in a manner agreed upon between the Bank and the User.

If the Bank terminates the Framework Agreement, agreement, the User is obliged to pay a fee only for the payment services rendered up to the date of termination, and if such a fee has been paid in advance, the Bank shall reimburse the User with the proportionate part of the paid fee. The Bank may not charge a fee to the User of payment services related framework agreement cancellation.

Right to terminate the Framework Agreement at the request of the User

The User of payment services has the right to terminate the Framework Agreement, upon submission of a notice period of one month and provided that he has previously fulfilled all obligations towards the Bank under the payment account, and submitted to the Bank statement of termination, at the indicated Bank address, in writing.

The User also has the right to terminate the Framework Agreement in cases stipulated by the individual agreement, i.e. some other special agreement which regulates a specific payment service, in accordance with the Law on Contracts and Torts and/or other regulations.

In the event of the termination of the Framework Agreement at the request of the User, the User is obliged to pay a fee only for the payment services rendered up to the date of termination, and if such a fee has been paid in advance, the Bank is obliged to reimburse the User with the proportionate part of the paid fee.

The Bank cannot charge the User of payment services a fee for the termination of the Framework Agreement.

XIX Information on the protection of users

If the Bank does not comply with the provisions of the Law, framework agreement or these General Terms, good business practices relating to these services or obligations from the Framework Agreement, in the field of providing payment services, or if it applies unjust contractual provisions and unfair business practices, the User is entitled to the protection of his rights and interests in accordance with the provisions regulating the protection of rights of Users of payment services.

Protection of User

1. Right to objection and notice of objection

The User–Entrepreneur has the right to file object in writing to any document which determines his rights and obligations, if he considers that the Bank does not comply with the provisions of the Law, framework agreement and the General Term for the Provision of Payment Services, good business practice and obligations stemming from the concluded individual agreement.

The User may submit an objection about the operations of the Bank, , to the Bank, in writing, no later than 3 (three) years from the date when the violation of its rights or legal interests occurred, whereas:

The User – Legal Entity may submit such objection within 60 (sixty) days from the date of becoming aware that a violation of its right or

legal interest has been committed, or within 3 (three) years from the date of violation at the latest.

in writing form, specifically:

- in business premises / in Bank branches, as well as in every other business premises in which the Bank provides services to Users, by filling in a complaint form or in free form;
- mailed to the address:
OTP banka Srbija AD Beograd
Služba za upravljanje kvalitetom i reklamacijama
Bulevar Zorana Đinđića 50 a/b, 11 070 Beograd
PAK 190677
- E-mailed to the address reklamacije@otpsrbija.rs
- On Bank website www.otpsrbija.rs

Regarding financial services negotiated through remote means of communication, the Bank is obliged to allow the User to submit objection in the same way, i.e. by using the same means of remote communication used for the conclusion of Agreement which the objection refers to.

The objection must contain the information about the User (business name of User), as well as information from which the relationship with the Bank to which the objection is referred can be unambiguously determined, and the reasons for the filing of the objection.

If the User files an objection upon the expiry of the mentioned period of 3 (three) years, the Bank shall immediately notify the User that the objection has been filed after the expiry of the prescribed deadline and that the Bank has no obligation to take it into consideration.

The Bank shall have no obligation to take into consideration a verbal objection of the User.

Bank employees shall instruct any User who intends to file a verbal objection, on the way in which the objection can be submitted in writing. In its business premises where it offers services to users, the Bank is obliged to provide notices on the terms of submitting objections, about the Bank response to objections, as well as possibility and terms of submitting complaint to the bank work to the National Bank of Serbia.

The Bank is obliged, in the event of a submission of a written objection of a User, at his request, to issue a certificate of receipt of the objection, specifying the place and the time of receipt, as well as the Bank employee that received the objection

If the User has submitted the objection through the Bank website, by e-mail, or verbally – by telephone, regarding financial services negotiated by use of means of remote communication, the Bank shall be obliged to confirm by e-mail or another appropriate mean of electronic communication, the receipt of the complaint to the work of the Bank which such User has submitted.

The Bank is obliged to take the submitted objection to the Bank work into consideration and to submit a written response to the User to the mailing address or via e-mail, or in another appropriate electronic form, as well as in case that the User explicitly agreed to such form of delivery, no later than 15 (fifteen) days after the receipt of the objection. .

If the Bank is unable to provide a response within 15 days, for reasons beyond its will, the deadline can be extended for a maximum of 15 (fifteen) more days, about which the Bank shall notify the User- in writing, within 15 (fifteen) days upon the receipt of the objection. The said notice contains the reasons for which it is not possible to provide a response within the deadline as well as the deadline within which the response shall be delivered.

In case that the Bank estimates the objection as groundless, it shall inform the User on whether reasons for submitting the objection have been removed, i.e. the term for its removal and measures to be applied for its removal.

The Bank does not calculate and charge fees to the User, nor any other expenses related with responding to objections to Bank work.

2. Right to file a complaint to the National Bank of Serbia

In case the User is not satisfied with the response provided by the Bank, i.e. if the Bank does not respond to the filed complaint within the above-mentioned deadlines, the User may, prior to the initiation of litigation, submit to the National Bank of Serbia – Centre for Users of Financial Services, at address Nemanjina 17, Belgrade or PO Box 712, a complaint in written or by e-mail, to address: zastita.korisnika@nbs.rs, namely the User – Entrepreneur within 6 (six) months, and User-Legal Entity within 3 (three) months from receipt of response from the Bank, or from expiry of the term for providing this reply.

The Bank is obliged, at the request of the National Bank of Serbia, to respond about the Users allegations within the deadline period determined by the National Bank of Serbia, which cannot be longer than 8 eight days from the date of the receipt of the request, as well as to provide evidence confirming said allegations.

The National Bank of Serbia shall inform the User of the finding per the complaint within 3 (three) months from the date of the receipt of the complaint, and in more complex cases, such period may be extended for a maximum of 3 (three) more months, about which the National Bank of Serbia is obliged to inform the User in writing before the expiration of the initial deadline, and in this notification the National Bank of Serbia shall point the User to the possibility of an extra-judicial resolution of the disputed relationship in the process of mediation.

3. Extra-judicial resolution of the disputed relationship

In case the User-Entrepreneur is not satisfied with the response or the response has not been provided by the Bank within required term, before filing a complaint or after receiving the notification which the National Bank of Serbia has delivered to the User upon its complaint, the litigation can be resolved in an extra-judicial proceeding - the process of mediation. The User may submit a proposal for mediation of the National Bank of Serbia for the purpose of an extra-judicial resolution of the disputed relationship (this proposal may be submitted by the Bank as well). This proposal must include a deadline for its acceptance, which may not be less than 5 (five) days nor longer than 15 (fifteen) days from the date of the submission of the proposal to the other party in litigation.

The process of mediation at the National Bank of Serbia may be opened by conclusion of agreement on adherence to mediation, whereby the party in litigation and the National Bank of Serbia confirm the choice of the mediator and regulate their mutual rights and obligations in accordance with mediation principles, as well as other issues of importance for implementing the mediation procedure.

Once the mediation process has started, the User-Entrepreneur can no longer file a complaint, unless this mediation had ended with a suspension or withdrawal, and if the complaint has already been filed, the National Bank of Serbia shall suspend the processing of the complaint until completion of mediation process, or discontinue this processing if the mediation is terminated by an agreement.

Mediation process before the National Bank of Serbia shall be confidential, urgent and free of charge, being understood that the Bank and User bear possible respective expenses that may arise from such a procedure. Each party may waive further participation in the mediation procedure at any stage of the proceeding.

The mediation process may be terminated with an agreement between the parties, by suspension or withdrawal. The starting and conducting of the mediation process between the Bank and the User-Entrepreneur does not exclude or affect the exercise of the right to judicial protection, in accordance with the law.

XX Confidentiality and protection of information on payment services

Business secret shall be considered the data which comes to the knowledge of the Bank during business operations and which is related with the User, as well as data on the payment transaction and balance and changes on the Account.

For the purpose of conducting its operations, the Bank processes certain amounts of personal data of the User, prospect user and of other natural persons. Personal data is any data related with the natural person whose identity is determined or determinable, directly or indirectly, i.e. any data:

- A) Which the person provides to the Bank, orally or in writing during communication with the Bank, irrespective of the purpose of this communication, including telephone communication, e-mail, personally in the Bank premises, or through the Bank website;
- B) Which is gathered at the time of establishing contractual relations with the Bank in relation to new products and services;
- C) Contained in applications and forms that precede establishing contractual relations with the Bank;
- D) Gathered during participation of that natural person in User satisfaction surveys;
- E) Which come to Bank knowledge on the ground of providing banking and financial services and related services to the User, as well as services of negotiation of products and services of the Bank's partner;
- F) Forwarded to the Bank by the banking group the Bank belongs to;
- G) Arising from processing of any of the foregoing personal data.

The Bank is obliged to process personal data in a legal, honest and transparent manner. The processing of personal data must be aligned with the Law on the Protection of Personal Data, i.e. a law regulating data processing.

Personal data may be gathered for a predetermined, explicit, justified and legal purpose and may not be subject to further processing in a way that is contrary to such predetermined purpose.

Personal data must be appropriate, important and limited to "must know" basis regarding the purpose of their processing; they must be correct and, where necessary, updated. The Bank shall take all necessary actions to ensure that incorrect personal data is promptly removed or corrected.

Personal data are stored in a form allowing identification of persons only within a term which is indispensable for ensuring the purpose of the keeping. Personal data processing shall be performed in a way that ensures adequate personal data protection, including protection from unauthorized or illegal processing and accidental loss, destruction or damage, in application of appropriate technical, organizational and human resources measures.

The Bank shall process personal data for purposes and in a way that is indispensable and suitable for the performance of its activities and such processing may be legal only if it meets one of the following conditions:

- 1) The Data Subject has given consent to the processing of his/her personal data for one or more predefined purposes (processing personal data based on consent);
- 2) Processing is necessary for the performance of contract concluded with the data subject or for taking actions, at the request of the data subject, prior to conclusion of contract;
- 3) Processing is necessary in order to honor legal obligations assumed by the Bank;
- 4) Processing is required in order to exercise authorities of the Bank prescribed by law;
- 5) Processing data is necessary in order to implement the Bank authorities prescribed by law;
- 6) Processing data is necessary in order to exercise legitimate interests of the Bank or of a third entity, unless interest and basic rights and freedoms of data subject prevail over these interests, and if they require protection of personal data and in particular if the data subject is a minor.

The consent of the User is not required for the processing of personal data for direct marketing and market research purposes, as these data are processed on the basis of legitimate Bank interest, in accordance with the Law on the Protection of Personal Data. The User is entitled to explicitly declare that he does not wish his personal data to be processed for direct marketing and research purposes, and the Bank is obliged to allow him to make a related statement. In case that personal data are processed for direct marketing purposes based on User consent, this consent may be revoked and his data shall no longer be the subject of processing for these purposes, which shall not affect the legality of personal data protection until that time.

The Bank as handler of personal data is obliged, at the time of gathering data about a specific person, to provide such person the following information:

- 1) Identity and contact of the Bank and of its representative, if he/she has been appointed;
- 2) Contact data of person assigned to personal data protection;
- 3) Purpose and legal basis of the processing;
- 4) Existence of legitimate interest if the processing is done based on this legal transaction;
- 5) Data about the receiver, i.e. group of personal data receivers, if any;
- 6) About the fact that it has the intension of exporting personal data to another country or international organization (due to the nature of the business), as well as guidance as to appropriate security measures;
- 7) On the right to submit a complaint to the Commissioner for the Protection of Personal Data;
- 8) On disclosure of personal data and legal and contractual obligations, and that disclosure of personal data is necessary prerequisite for concluding the contract, as well as that the Data Subject is obliged to provide his/her personal data and possible consequences of disclosing data, and
- 9) On existence of automated decision-making process.

Personal data will be stored throughout the contractual relation, i.e. as long as the Data Subject consents to it, or within a term to which the Bank is legally required to keep certain personal data, in which case active processing of such data for other purposes shall not be possible, only their storage for legally prescribed purposes.

Personal data processed by the Bank may not be ceded to third persons on the basis:

- 1) Consent of data subject
- 2) Implementation of contract in which one of the parties is a data subject;
- 3) Legal provisions;

Personal data may be disclosed to state and other bodies to which the Bank is authorized or obliged to disclose personal data based on the law that regulates such disclosure. Personal data may also be provided to persons with whom the Bank has concluded a contractual relation, to service providers and assignees of the Bank who, due to the nature of the business they operate, have access to these personal data. All persons who, due to the nature of the job they conduct with the Bank or for the Bank, have access to personal data are required to keep such data confidential in accordance with the Law on Banks and other legislation regulating data confidentiality. Contracts with such persons must be aligned with requirements of the Law on the Protection of Personal Data.

The Data Subjects are entitled to access all of their personal data, to correct and supplement them, to delete them if there is no ground for their processing, to restrict their use and transferability and to right of objection. The Data Subject is entitled to withdraw his/her consent at any time. The withdrawal of consent does not affect the legality of processing, based on consent given prior to withdrawal. Prior to giving consent, the Data Subject is informed accordingly. The Bank is obliged to ensure that withdrawal of consent is equally simple as the giving of consent.

Pursuant to provisions in article 47 paragraph 3 of the Law on Banks, the Bank User entitles the Bank to submit information about the User, persons connected to the User, documentation which

constitutes the User's file, as well as other information that is considered to be a business, i.e. banking secret, , the Credit Bureau of the Association of Banks of Serbia, to external auditors of the Bank, the Forum for the prevention of abuses in lending operations and with credit cards of the Serbian Chamber of Commerce, to members of the banking group the Bank belongs to, bank cards processors, insurance companies with which it has concluded contracts, to the relevant tax authorities in order to share information with tax authorities in other countries on the basis of concluded bilateral and multilateral agreements, letters of intent for the conclusion thereof or recommended guidelines for the conduct of financial institutions in the Republic of Serbia, to other persons who, due to the nature of their work, must have access to such information, as well as to third parties with whom the Bank has concluded agreements on business cooperation that are necessary for the implementation of a certain business relationship or are related to the business relationship between the Bank and the User. The Bank is entitled to process data that is considered as a business or banking secret of the User, and which represents personal data, in accordance with the regulations governing the protection of personal data.

XXI Transitional and final provisions

The provisions of these General Operating Terms take effect on the date of their adoption at the session of the Board of Directors held on June 13, 2019 and shall apply as of August 21, 2019. This reconciled version of the General Terms is made from integral wording of the General Terms adopted at the session of the Board of Directors held on January 16, 2019 and these amendments and supplements to the General Terms., and the business name of the Bank, was updated in this document in accordance with the Decision of the Board of Directors dated September 20.,2019.

BOARD OF DIRECTORS OF THE BANK