

Pursuant to Article 73, paragraph 1, item 5 of the Law on Banks ("Official Gazette of the Republic of Serbia", No.107/2005, 91/2010 and 14/2015) and Article 15, paragraph 1, item 5) of the Statute of OTP banka Srbija AD Beograd, the Board of Directors of the Bank has, at its session held on 13th June 2019 and on 20th September 2019, established the following:

**GENERAL TERMS FOR THE PROVISION OF PAYMENT SERVICES OF
OTP banka Srbija AD Beograd
APPLICABLE IN RELATIONS WITH INDIVIDUALS
(consolidated 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 Individuals– (hereinafter, as regards these General Terms: the User), regulate mutual rights and obligations of the Bank and the User in relation to the performance of payment services, in accordance with the Law on payment services (hereinafter: the Law), particularly: opening, maintaining and closing of transaction 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, monitoring of the implementation of provisions of the Law, as well as other issues that are significant for the operation of the Bank in terms of the said Law .

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

- Price list of Fees and Expenses, Retail Division, individuals (hereinafter: Price List of Fees);
- The Time Schedule (the time of receipt and execution of payment orders);
- Review of services and fees for users of payment services – consumers (hereinafter: Review of Services and Fees) in content and form prescribed by the National Bank of Serbia;
- Request for opening of account (hereinafter: Request),
- Special Terms of Use for an individual payment service in regard to the account, whether they are an integral part of an individual agreement or they are available to Users as a separate document / application form / request on the internet presentation of the Bank and/or in the Bank branches,

and the individual agreement on opening and maintaining a current account, as well as other transaction accounts regardless of their names, which are, in accordance with the provisions of the Law a, defined as transaction accounts, constitute the Framework Agreement on payment services, as a unified whole in terms of the Law (hereinafter: the Framework Agreement).

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: 908-0000000027501-22
Website of the Bank: www.otpsrbija.rs
E-mail address: stanovnistvo@otpsrbija.rs
and reklamacije@otpsrbija.rs
Info telephone number: +381 11 30 11 555

Licensed 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:

Certain terms used in these General Terms shall have the following meanings:

- 1) User** signifies an individual's - (resident or non-resident) that is using or that has used a payment service in the capacity of the payer and/or payment recipient or that addressed the Bank as the provider of payment services in order to use these services;
- 2) Payment transaction** signifies 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** represents a designation or other data allocated by the Bank in order to identify the payment transaction;
- 4) Payment order** signifies 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** is a transaction account (transaction), opened by the Bank for the User, pursuant to the Agreement on opening and maintaining an account 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, being understood that the Bank opens and maintains the User current account separately for each currency, in dinars (RSD) and in foreign currencies;
- 6) Other transaction account** means a transaction 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 means and/or a series of procedures agreed upon between the user of payment services and the provider of payment services, which the user is using in order to issue a payment order;
- 8) The Card** means a bank card (both in physical and digital format) that enables its user to execute the payment transaction, either via the receiving device or remotely; i.e. enables the payment of goods and services at points of sale of the merchant or remotely, the withdrawal and deposit of money in foreign and local currencies, as well as the use of other services at ATMs, pursuant to the provisions of a specific agreement that regulates the issue and use of bank cards. The Bank may issue a bank card to Users as basic and/or additional functionality defined in individual agreements that regulate payment services;
- 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, depending on the type of payment and the type of terminal;
- 10) ATM** means an electromechanical device that allows payment and/or disbursement of cash in local and foreign currencies to payment card users and/or the use of other services in accordance with the ATM software and functionalities;
- 11) POS terminal** means a device that enables the use of cards, during which the information about payment transactions are electronically recorded;
- 12) Payer** means an individual or a legal entity that, at the expense of its own transaction account, issues the payment order or gives consent for the execution of the payment transaction based on a payment order issued by the payment recipient, or otherwise via payment instrument, and if there is no transaction account– a individuals or legal entity issuing the payment order;
- 13) Payment recipient** means an individual or legal entity designated as the recipient of financial assets which are the subject of a payment transaction;
- 14) Excerpt or statement of account turnover** means report on executed payment transactions of the User over a certain period, which the Bank submits to the User in line with the Law and the General Agreement, as well as at the request of the User;
- 15) Financial assets** means cash, funds in the account and electronic money;
- 16) Cash** means banknotes and coins;
- 17) Business day** is 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 orders received electronically, whereby the received orders must be implemented within the Business Day defined by the Time Schedule;

18) Time Schedule is 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;

19) The Price List of Fees is a special Act of the Bank titled the Price List of Fees and Expenses, Retail Division-Individuals, that defines all types, levels, manner of calculation and collection of fees and expenses charged by the Bank to Users in the execution of payment transactions and the performance of payment services. The Price List of Fees is displayed in the branches of the Bank and on the Bank's website www.otpsrbija.rs;

20) Value date is 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 transaction account;

21) Reference exchange rate is the rate based on which calculations are done when exchanging currencies and which was made available by the Bank as the provider of payment services or which originates from a publicly available source;

22) Reference interest rate is 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;

23) Unique identification designation (UID) signifies 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 transaction account; As regards these General Terms, UID represents the number of the transaction account of the payer or the payment recipient,

24) IBAN (International Bank Account Number) represents a string of 22 alphanumeric characters that precisely identify the country, the Bank and the account number of the User anywhere in the world, and it is applied in all countries of the European Union;

25) Means of remote communication designates any mean that may be used for direct disclosure and submission of information during preliminary contractual stages, for giving and/or accepting offers, bargaining and concluding contracts without concurrent physical presence of the Bank and User;

26) Permanent data carrier signifies any means which allows 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 meets the purpose of storing;

27) Domestic payment transaction signifies 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;

28) International payment transaction signifies 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;

29) Transfer of approvals represents 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;

30) 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;

31) Direct debit signifies 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 it includes all individual payment transactions, regardless of whether consent was given for one or for a series of payment transactions;

32) Unauthorized payment transaction made by the use of the card signifies 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;

33) Payment transactions made without a payment order means payment transactions in which the Bank credits or debits the transaction account of the User without payment order (payment of interest, charging of fees, expenses, etc.);

34) Electronic Banking Service means a set of services comprising internet banking services – e-banking, mobile banking – m-banking, telephone banking services – Vocalia and SMS Banking – Mobilia, all according to design solution of the Bank;

35) 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;

36) 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;

37) Clearing means a payment system for transfer of funds in dinars; transfer orders are carried out on the basis transfer of approval whereby the participant initiates the transfer of funds in his own name and behalf and for the purpose for 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;

38) 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;

39) 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 payee is made under terms, conditions and in accordance with the Decision on the General Rules for the Performance of Instant Transfer Orders.

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

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

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

43) Legal stay in the Republic of Serbia means a stay of a natural person in the Republic of Serbia in accordance with legislation regulating residence and domicile of domestic citizens and the stay of foreign citizens in accordance with the Law on Foreign Citizens, including foreign citizens staying in the Republic of Serbia, in accordance with the laws regulating asylum and refugees or based on international contracts;

44) 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;

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

46) 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;

47) Payment account with basic services means a payment account used to perform payment transactions in dinars and in reference to which the Bank provides payment services in accordance with legislation regulating payment services. For the purpose of General Terms, the term Account shall be used in the text and for the

account for basic services, as in Chapter VI of the Conditions for Opening, Maintenance and Closure of Payment Accounts of this General Terms.

III General Provisions

These General Terms, as an integral part of Framework Agreement, are related to the execution of future 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 established contractual relation with the Bank in relation to the Framework Agreement by conclusion of the individual agreement on opening and maintaining an account (hereinafter: individual agreement), which contains a provision on the acceptance and application of the General Terms. By concluding the individual agreement, the User confirms that he is familiar with these General Terms, that he was given enough time to familiarize himself with their content and that he is in full conformity with them.

In order to avoid any doubt, these General Terms do not regulate the execution of individual payment transactions because these are executed without an obligation to open a transaction account with the Bank and are regulated by a special Act of the Bank – the Agreement on an individual 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 provide payment services conscientiously and do everything in its power to protect User's interests in each particular case.

Unless something was expressly agreed differently in a written form, the Bank does not assume obligations and responsibilities other than those regulated by these General Terms and the Law.

In case of conflict of the provisions of the concluded individual agreement and these General Terms, the provisions of the individual agreement shall be applied primarily, followed by the provisions of these General Terms, and in the end other General Terms of Business 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 with the performance of payment service by the Bank, namely: These General Operating Terms, 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, by telephone contact, through Contact service, direct oral and written communication, e-banking, e-mail, as well as through other electronic forms of communication (e.g. Viber) including advertising through public media).

The User selects a channel of communication with the Bank at the time of establishing the first business relation with the Bank by selecting one of the offered channels of communication prescribed on the Bank form:

- Download from electronic banking platform
- Submission to e-mail address which the User submitted to the Bank
- Mail delivery to User home address in the Republic of Serbia,

which it confirms by entering data on the selected channel of communication on a form prescribed by the Bank and which it submits to the Bank.

These agreed channels of communication of the User and the Bank shall be applied in communication between the Bank and the User, in

relation to all banking services under the Bank offer used or to be used by the User, as long as the contractual relation with the Bank lasts, until the User approaches the Bank with the request to change the channels (except the selection of channels of communication on alternative channel of product sale under the Bank offer). In that case, the User submits a new filled form signed by the Bank, with the selected new channel of communication. At time of each change of channel of communication, the Bank shall use the channel of communication which the User opted for in the form last submitted by the User to the Bank.

It shall be considered that each information or document which the Bank addressed to the User is received by the User at the time of its sending:

- A) If it has been posted on the e-banking platform – on the date of its posting;
- B) Provided that it has been sent by electronic mail – on the date of the sending of the electronic mail, which is proven by document printout;
- C) If it has been sent by courier – upon expiry of usual period necessary for courier delivery, proven by certificate of courier service;
- D) If it has been sent by mail – upon expiry of the usual time necessary for mail delivery, including sending mail contents to addresses of third persons authorized to receive correspondence on behalf of the User, in accordance with the explicit statement which the User submitted to the Bank.

The Bank is entitled to submit certain information by SMS to the mobile phone number submitted by the User, provided that it is technically feasible to send information by this channel. If that is not the case, the Bank informs the User by SMS to retrieve the information at the Bank branch. The User and Bank agree that each information which the Bank sends to the User by SMS shall be received by the User at the time of its sending, which is proven by confirmation of the sent message.

The Bank does not send written communication to homes addresses of Users, nor SMS messages to mobile phone numbers of Users located abroad, but only those located in the Republic of Serbia.

Each written correspondence between User and Bank that has been performed in person shall be considered received by the Bank only after the User copy of the document is certified by Bank stamp as confirmation of receipt and after issue of related written statement of receipt by the branch where the current or other account of the User is held.

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 exercise 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 act/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 a delivery to an E-mail address, e-banking SMS, posting on the internet presentation of the Bank, on Viber or in some other appropriate manner. The Bank can also make a delivery to the User through a third party with whom it has an agreement on performing delivery services in the name and on behalf of the Bank. The hired third persons are required to protect and preserve the confidentiality of business and other data related to the personality of the User, which they come across during the validity of the contractual relation with the Bank and to secure and safeguard, within contractual term, proof that the mail was sent to the User.

The Bank can issue certain documentation to the User (e.g. various information that the Bank sends to Users, account statements, reports, etc.) without the seal and signature of the Bank, indicating on the document that it is valid without the seal and signature of authorized persons of the Bank.

Any written communication that, in accordance with relevant regulations, must be sent by registered mail with or without a redelivery 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 the expedition or
- a delivery note with the signature or initials of the User or persons authorized on other grounds for the admission, i.e. recording of the delivery of the relevant shipment, as well as in other cases stipulated by the relevant regulations governing the manner of delivery.

The Bank may accept an order from the User by fax, SMS and/or E-mail, in accordance with the individual agreement concluded with the User or the applicable laws and regulations. The Bank may, before acting on such orders, as a precautionary measure, request, at the User's expense, a confirmation by fax, SMS and/or E-mail, depending on the nature of the case.

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 received by fax, SMS and/or E-mail.

The Framework Agreement as well as the communication for the exchange of information and notifications between the Bank and the User are conducted only in Serbian. Exceptionally, if non-residents - foreign citizens are in question, it can be negotiated that the Framework Agreement, i.e. an individual agreement is concluded in English and in Serbian (bilingually), while the communication itself, in relation to the rights and obligations from the agreement and the exchange of information and/or notifications shall be conducted in Serbian. In the case of nonconformity 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 is obliged to provide and deliver to the Bank a certified translation of the above mentioned documents, by a certified court interpreter for the language in question. If the User does not provide this, the Bank may, of its own accord:

- Not carry out 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 has the right to be provided with the copies of the Framework Agreement by the Bank, at his request, on paper or some other permanent data carrier.

The User is obliged to inform the Bank in writing, without delay, about the change of his personal information, of the information of a proxy, i.e. of persons authorized for the disposal of funds on the account, change of channel of communication with the Bank (change of home address, e-mail, mobile, fax no.) as well as of other information related to the accounts and the Unified Registry of Accounts. Otherwise, the Bank reserves the right not to conclude the Framework Agreement or to cancel the Framework Agreement.

The Bank notifies the User about the executed individual payment transactions and about the balance and changes in the accounts, by way of bank account statements/, once a month in agreed manner of communication, free of charge.

Once the recipient's service provider submits to the Bank a positive reply stating that he/she accepts an instant transfer based on payment order at the point of sale, the Bank submits to the User through service within electronic Banking, a notification containing at least the following information:

- 1) Clear information that the request for payment has been carried out
- 2) Reference designation identifying payment transactions at the point of sale
- 3) Currency and amount of performed payment request.

The User is obliged to submit the Bank notification of code of basis of collection and payment instrument by contractual communication channel, when assets are registered on the account of the same collection beneficiary (not in case of allocation to other user due to possible abuses) for small-amount international incoming payments i.e. amounts not exceeding EUR 1,000.00. The Bank is required to keep these notifications for a period prescribed for keeping these notifications.

Any additional notifications or notifications that are more frequent than determined in the previous paragraph and/or individual agreement at the request of the User, is subject to the payment of an appropriate fee in accordance with the Bank's Price List of fees.

The User is obliged, if he/she selected a means of communication that implies using electronic forms of communication (e-mail, e-banking etc.) to secure and fulfil at its own expenses, the minimum technical requirements for the use of contractual channel of communication with the Bank. The Bank is not be and may not be considered liable in case the User opts for an electronic means of communication without meeting the described obligation to ensure technical conditions for the use of the agreed communication channel.

In case the User changes home/residence or mailing address, or channel of communication with the Bank without informing the Bank on such change in a contractual manner, and if the Bank had already sent a written notice to such address and if after 2 (two) attempts, the Bank failed to submit such notice to the User to the last known address, it shall be considered that the date of receipt of the Bank notice by the User is the day when the Postal Service or other legal entity specialized in delivering registered mail confirms for the first time that it had attempted to deliver this notice to the last address which the User provided to the Bank.

The Bank shall not be considered liable for any damage arising on the side of the User or a third person, due to User's failure to receive information or documents or correspondence addressed to the User by the Bank by channel of communication selected by the User, or sent to the last known address of which the User informed the Bank.

The Bank obligation to report the User ceases in case it has been established beyond doubt that telephone numbers and/or e-banking addresses submitted do not belong to the User or are incorrect.

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 transaction 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 transaction account i.e. to the transaction account, namely:
 - (a) Transfer of approvals,
 - (b) Direct debit, including a one-off direct debit,
 - (c) Use of a payment card or a similar mean;
- 3) Services of executing payment transactions where the financial assets are secured by loans to the approved User, namely:
 - (a) Transfer of approvals,
 - (b) Direct debit, including a one-off direct debit,
 - (c) Use of a payment card or a similar mean;
- 4) Use of a payment card or a similar mean; 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;
- 5) Services of executing a cash remittance in which the Bank receives the financial assets of the payer without opening a transaction account for the payer or for the payment recipient, solely for the purpose of placing these funds at the disposal of the payment recipient or for transferring these funds to the recipient's provider of payment services, who places them at the disposal of the payment recipient;

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, as well as

-Opening and maintaining transaction accounts of residents and non-residents in the Republic of Serbia in accordance with the limitations specified by the regulations on foreign exchange operations.

Payment services that the Bank provides to its Users in accordance with these General Terms 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 of payment in accordance with the Law on foreign exchange 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 Law on foreign exchange operations.

The Bank performs Bank transfer orders in dinars initiated by Users 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 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 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 offers and issues to the User to whom it issues Cards which may initiate domestic payment transactions at the point of sale of the Merchant, a payment instrument which use at the point of sale of the Merchant may initiate a payment request at the point of sale, and which allows 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 on the User through standardized two-dimension designation – QR code – Quick Response – presentation of User;
- 2) By retrieving merchant data from the designation under provision under 1) of this paragraph - presenting the Merchant.

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

VI Terms for opening, maintaining and closing of transaction accounts

A transaction account can be a current account or another transaction account (jointly hereinafter: Account) which is used for the execution of payment transactions, as well as for other purposes related to the payment services provided by the Bank to Users.

The User may hold more than a single account with the Bank and accounts in several commercial banks. It may hold a current account at the Bank for payments in dinars and in currencies of third countries, as well as other transaction accounts in dinars and in currencies of third countries for executing payment transactions in accordance with the Framework Agreement and applicable legislation regulating this area.

The funds on accounts are maintained as demand deposits and the Bank insures them with the Agency for Deposit Insurance in accordance with the Law on Deposit Insurance and the same are subject to the control of competent authorities on the basis of tax and other obligations in accordance with regulations.

Before concluding the Framework Agreement with the Bank, the Bank shall provide the User with information he needs in order to compare various offers from commercial banks so as to make a decision on establishing a contractual relation with the Bank, 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 by handover at the Bank branch, 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 considered that the Bank has also fulfilled its obligation to inform the User by delivering a copy of the Framework Agreement.

During the 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 shall be entitled right 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 providing a special explanation,
 - Request from the User information required for the execution of its prescribed obligations in the prevention of money laundering and terrorism funding
- 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 terrorist financing, 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, and, the Bank shall be entitled to terminate 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 terrorist financing, 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 terrorist financing, i.e. acting in accordance with international sanctions against certain countries, in accordance with the applicable regulations and rules of the banking group the Bank belongs to.

Opening and maintaining transaction accounts

The Bank opens the Account for the User, on the basis of Request and following submission by the User and verification of accuracy of required documentation by the Bank, as obligatory documentation for opening accounts in commercial banks, in accordance with applicable regulations and by conclusion of individual agreement in writing.

The Bank opens and maintains foreign currency Account only in these currencies in accordance with the business decision of the Bank, the Pricelist of fees and applicable legislation. Also, the Bank maintains a foreign currency Account in the same type of currency as deposited on the Account, being understood that the Bank shall keep a separate foreign currency Account for each currency.

The User consents and allows the Bank to verify and further process all information which it has submitted to the Bank, in accordance with the provisions regulating the protection of personal information, as well as to forward his personal and other prescribed information, after the opening of an Account, to the Unified Registry of Accounts of Individuals maintained by the National Bank of Serbia in accordance with the National Bank of Serbia's Decision on Detailed Terms and Manner of Maintaining the Unified Registry of Accounts.

Exceptionally, the Bank may open transaction accounts without the request of the User if this has been foreseen by appropriate regulations.

Each Account is assigned a number which represents an individual subaccount on which the executed account payment transactions on the Account is recorded.

When opening an Account, the Bank issues to the User a id record card whereby the User is identified in his business relation and in the performance of payment transactions related to the Account.

The User --non-resident pursuant to legislation regulating foreign currency transactions) is obliged, in the case of the use of tax incentives in accordance with the agreement on avoiding double taxation, to provide the Bank with evidence that he is the actual owner of the income (the formal owner of revenues), which is generated in the Republic of Serbia, and to annually submit to the Bank a certificate of residency status in a state with which the Republic of Serbia has a concluded agreement on avoiding double taxation, in accordance with the tax regulations of the Republic of Serbia, on the form of a certificate provided by the Ministry of Finance of the Republic of Serbia.

Authorization to manage funds on the Account/Power of Attorney

The User personally establishes the contractual relation with the Bank in relation with the Framework Agreement. The establishing of contractual relation by way of attorney authorized by the User to open a current or another account at the Bank in his/her name, is not allowed, except in exceptional cases which the Bank considers justified.

The User, in whose name a Bank Account is opened, as the Account holder, is the only person authorized to manage funds on the account. The User who has civil capacity after establishing the contractual relation with the Bank may give power of attorney to a certain person/persons (hereinafter: Proxies) namely up to a maximum of 2 (two) persons with a working/legal capacity) to manage the funds in his Account, and to conduct payment and other services related to the Account (hereinafter: Authorization of proxies).

The User also may issue in the Bank premises the power of attorney to a proxy and the Bank may present the proxy's power of attorney validated by a competent body in accordance with applicable legislation, which at the time of submission to the Bank, may not be more than 6 (six) months old from certification date. The signature of the proxy and the proxy's power of attorney must be deposited with the Bank.

The User is obliged to familiarize the person with the conditions under which the Bank provides services pursuant to the provisions of the General Agreement, which this General Operating Terms are a constituent part of.

The proxies that manage the funds in the account cannot have more rights than the Account holder. If lawyers have been appointed as proxies, the power of attorney of the representative does not have to contain the Account holder's signature validation by a competent body.

The User as the Account holder is responsible to the Bank for any disposal of funds on the account for each payment made by a proxy, which does not exclude the responsibility of the proxy. The prohibitions that apply to the User also apply to the proxy.

The Bank reserves the right to limit the number of proxies and it can refuse the power of attorney of a proxy if the person with the power of attorney fails to submit the relevant personal and other information in accordance with the applicable regulations, and particularly the regulations governing the prevention of money laundering and terrorism funding, in accordance with the provisions in chapter VI Conditions for opening, maintenance and closure of transaction accounts, i.e. if the User did not conclude a Framework Agreement with the Bank.

A proxy is not authorized to transfer its power of attorneys under the Account to third persons, nor is he authorized to cancel the Framework Agreement and close the User's account, unless the power of attorney itself explicitly states that he is also authorized for such action. The deposited signatures of proxies are valid until their withdrawal in a written form, which is satisfactory for the Bank.

In the case of any change in the personal information of the User or a proxy (e.g. in case of marriage, a change of residence or a change of any other fact relevant to the User's relationship with the Bank), the User is obliged to immediately and explicitly inform the Bank of such change in writing and/or by visiting the Bank, where certain information would be modified and where, if necessary (if the surname has changed), the signature would be re-deposited.

The modifications and amendments from the preceding paragraph shall be legally binding for the Bank immediately after their delivery in the form of a written notice at the premises of the Bank. Exceptionally, the notification about this personal information can be done directly by visiting the Bank with or without the submission of documents confirming adequate changes depending on the case.

Representation

The Bank shall open an Account for a minor (resident and non-resident in the sense of provisions of the law regulating foreign currency operations) according to the individual agreement concluded, in the name and on behalf of such a person, by his legal representative and it determines the identity of the legal representative.

The Bank shall also open an Account for a individuals on the basis of a judicial or administrative act (for a person under custody, based on the enforceable court decision on inheritance, and the like), and the Framework Agreement shall be concluded by an authorized person from the said act, in which case the Bank shall determine the identity of that person.

At the moment of providing the Bank with a written notice with adequate proof of death of a individuals in whose name an Account is maintained, or by providing a reliable and verifiable information on the death of a individuals in whose name an account is maintained, authorizations of the proxy and possibly other powers of attorney for managing the Account cease to be valid and all payment cards related to the account shall be blocked for all further transactions,. Until this moment, the Bank shall rely on valid powers of attorney and shall not be responsible for any damage that may be caused to third parties due to the management and disposal of funds from the User's Account by a proxy, to that point.

Upon receipt of the notification/information from the previous paragraph, the Bank shall allow account management only on the basis of a final and enforceable decision of a competent court or other body or a valid and binding decision of guardianship over inheritance or other decision of a competent authority, and in accordance with applicable laws and regulations.

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.

No discrimination

All forms of discrimination are prohibited at the time of account opening to the User, who is a legal resident in the Republic of Serbia, direct or indirect, on any ground and in particular on the ground of race, gender, genetic characteristics, ethnic background, social status, birth, religion, political and other conviction, wealth, place of birth, culture, language, sexual orientation or disability.

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 a 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 once 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 provider 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 fee charged for all services related with payment account provide 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) Inform 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 XXII Information on the protection of Users of these Operating Terms.

Payment Account with basic services

At the request of the User with legal residence in the Republic of Serbia and does not have an opened payment account, opens a Payment Account to the Bank with basic services for the performance of payment transactions in dinars in relation to which the Bank provides the User the following payment services:

- 1) Services necessary for opening, maintenance and closure of that account;
- 2) Services allowing payment of cash on the payment account;
- 3) Services allowing payment of cash from the payment account in Bank branches or at ATMs or similar devices;
- 4) Services related with performance of payment transactions i.e. transfer of financial assets from or to the payment account, namely: (1) direct debit, (2) use of payment card, including payment by e-banking service in accordance with Special Terms, (3) transfer of approvals, including standing order on related devices, in Bank branches and use of e-banking services.

The terms of opening, maintenance (use) and closure of Payment Account for basic services must be non-discriminatory and under conditions set forth in subheading Providing Payment Services related with payment account, section Ban of Discrimination.

At the time of establishing contractual relations for providing services, opening, maintenance and closure of Payment account with basic services, the Bank may:

- establish a contractual relation with the User based on his request for the conclusion of Framework Agreement with the User, or
- immediately or within 10 (ten) working days from the date of due receipt of request, refuse such request of the User and promptly submit to the User in writing a notice of refusal and reasons for the refusal, except if this notification is prohibited by law, with information on the right of the User to objection and to claim and on possible out-of-court resolution of litigation related with opening the Payment account with basic services, in accordance with the law that regulates the protection of users of financial services and Chapter XXII Information on the protection of users under these General Terms.

The Bank refuses the request for the opening of Payment account with basic services if the User has already opened a Payment account with basic services at another commercial bank, unless the User submits to the Bank a statement in writing and submits a notice of the other bank that the Payment Account with basic services with that commercial bank shall be closed. The Bank previously verifies whether the User has opened a Payment Account with basic services at another commercial bank or, should it not proceed to such verification, shall procure from the User a written statement on whether he has opened another Payment account with basic services at another commercial bank.

Regarding the use of Payment Account with basic service, the User is entitled to:

- Performing unlimited number of payment transactions
- Submit a request for overdraft on Payment account with basic services and use of credit card, in accordance with which the protection of user of financial services is regulated.

Regarding the use of Payment Account with basic services, the Bank:

- Is obliged to make easily available to the User, free of charge, and provide explanation related with designations of the Payment Account containing basic services, conditions of use of that account, as well as fees related with that account, which contain clear indication that the negotiation of overdraft and/or credit card and/or other additional investments are the condition for opening and use of Payment Account for basic services.
- Charge services of Payment Account use with basic services in accordance with the Price List of Fees, i.e. applicable legislation regulating this area;
- Freely decide about the request of the User for overdraft on Payment Account with basic services and use of credit card in accordance with its credit criteria and the law regulating the protection of financial services, if the User submits a request for the use of the said services to the Bank.

Closing of payment accounts

Due to termination of Framework Agreement by the User, the Bank closes the Account on the basis of signed Request for account closure submitted to the Bank, free of charge, provided that:

- The User holds no outstanding obligations towards the Bank related to the Account, including fees and expenses from maintenance of Account and performance of payment transactions through Account;
- The User has resituated all unrealized blank checks and/or submitted effective decision on the amortization of checks.

If at the time of submission of request for the termination of Framework Agreement, the User holds issued checks that have not matured for collection, he engages to secure funds necessary to settle obligations under such checks, for a total of all checks in the maximum amount to which the check has been made out. In this case, the Account shall be closed only following collection of all issued checks to the User.

Exceptionally, an Account can be closed by a proxy if a special power of attorney has authorized him to do so, provided that all the previously stated conditions have been met.

Financial assets from the closed Account shall be transferred by the Bank in accordance with the terms set forth in the Request for account closure and/or to an account specified in the request for the closure of account and/or it shall execute a payment in cash to the User or person set forth in the Request for account closure and it shall close the Accounts of that User.

If the User filed a complaint about the execution of a payment transaction and/or other payment service related to the Account, the Bank shall close the Account after the end of the complaint procedure, provided that all conditions for the closure of Account under these General Operating Terms have been met transaction account agreement.

The Bank can close an Account even without the request of the User as the account holder, based on an enforceable court decision, due to the death of the account holder or due to other reasons. With the closing of an Account, i.e. the termination of the framework Agreement, all services related to the account and individual payment services made until the termination of the Framework Agreement shall be terminated as well.

The Bank can, except in cases foreseen by positive regulations, especially by the Decision of the National Bank of Serbia on the Terms of Opening and Manner of Maintaining Foreign Currency Accounts of Residents, as well as Dinar and Foreign Currency Accounts of Non-residents and the Decision on Detailed Terms and Manner of Opening, Maintaining and Closing of Current Accounts, unilaterally terminate the framework agreement and close the User's accounts after the agreed upon period of notice has passed, in the following cases:

- If the User violates the provisions of the concluded framework agreement and/or other individual agreement regulating an individual payment service and/or the provisions of these General Terms,
- If the User's Account is inactive,

- If, after the conclusion of the framework agreement changed circumstances occur that hinder the fulfilment of obligations of one of the parties and which defined in the Notice of termination, or if, due to these circumstances, the purpose of the framework agreement fulfilment cannot be achieved, in accordance with the provisions of the Law on Obligations,
- As well as in other cases set forth by an individual agreement.

Exceptionally, the Bank has the right to unilaterally terminate the framework agreement even without notice, with immediate effect of termination:

- If at the time of Account opening and/or during the validity of the Agreement, the Bank determines that the User has submitted to the Bank incorrect, falsified and/or erroneous personal data or other data and/or documentation important for proper and legal provision of payment services,
- If it is determined that further enabling of the execution of payment transactions by a specific User would represent a reputational and/or regulatory risk for the Bank and/or the banking group the Bank belongs to, whose member is the Bank,
- If it is determined that the User is on the official lists of embargo and sanctions in accordance with local and international regulations concerning the prevention of money laundering and terrorist financing and/or the policy of the banking group the Bank belongs to,
- If it is determined that further enabling of payment transactions by a specific User is not in line with international regulations and standards of banking group the Bank belongs to, whereby the Banking group the Bank belongs to would be exposed to regulatory risk,
- If the Bank is unable to take actions and measures related to knowing and monitoring the User, pursuant to provisions of the Law on the Prevention of Money Laundering and Terrorism Funding.

The term inactive account implies an Account which had no assets for a period of 6 (six) consecutive months, i.e. an Account which does not change in terms of payments to and/or withdrawals from the Account. Turnover per account does not include payment transactions of posting interests and commissions and other costs of the Bank which are automatically executed. The Bank has a right to close the User's inactive Account even before the expiry of the notice period on the basis of business decision of the Bank

If the User and the Bank have concluded several Framework Agreements, the termination of one of the Framework Agreements does not lead to the termination of other Framework Agreements, unless this is explicitly agreed upon. The termination of an agreement for an individual payment service does not result in an automatic termination of the Framework Agreement.

These General Terms for the 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 a individual agreement concluded between the User and the Bank. The Bank shall inform the User about the closing of an Account in writing. The User is entitled to a free of charge closing of an Account after the termination of the Framework Agreement.

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 Payment card as a payment instrument

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 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 shall be entitled, during the validity of the card and/or automatic renewal of Card, to proceed to change of card product of card organization and/or card organization with which it cooperates. In the foregoing case, the Bank shall call the User to proceed to replacement of bank card that it uses, free of additional charges, and shall be obliged to maintain identical operating terms and terms of use of the new card with existing functionalities and conditions of use of the card, in line with individual agreements.

The Bank shall issue a debit Card to the User, for the disposal of funds in the Account. .

A debit card represents a payment instrument for performing payment transactions electronically, where each payment transaction immediately and individually debits the account of the User to which it is linked, after receipt of debit from the service provider of the recipient of payment.

The maximum daily limit for withdrawing cash at ATM's and POS terminals amounts to RSD 100,000.00 if funds are withdrawn from the dinar account, or EUR 1000 if withdrawn from a foreign currency account tied with the debit card.

The maximum daily limit for payment of cash into ATMs amounts to RSD 1,000,000.00 if the funds are paid-in on the dinar account, or EUR 9000.00 if the funds are paid-in on the foreign currency account, both linked with the debit card.

The fee for ATM and POS terminal withdrawals is prescribed by the Pricelist of fees.

For the issuance and use of cards, the Bank charges fees and expenses in accordance with the Price List of Fees for Services by debiting the account of the User.

The card is issued in the name of the User and it is not transferable to third persons. The card is the property of the Bank. The User is solely responsible for the proper use of the card as well as for the accuracy of the information given to the Bank when the card was issued. With each debit and credit card the Bank shall issue to the User a personal identification number (PIN) which represents a means of authorization of a payment transaction.

Information related to business operations performed with a card are stored by the Bank and used in accordance with regulations.. The Bank shall process data under the Processing Request for the purpose of fulfilling contractual obligations related with the Card.

The Bank issues a debit card to the User which is linked solely to dinar Account or to the dinar and foreign currency Account, as defined by the Framework Agreement.

The Bank shall debit the Account individually for each performed payment transaction arising with the use of debit card, jointly with related costs and fees, in line with the Pricelist of Fees.

The Bank settles receivables related to the use of credit card inland from the Account held in dinars. In case that the dinar account lacks

funds for the settlement of all these receivables of the bank for the use of debit cards, the Bank shall be authorized and is entitled to charge its dinar receivables from the foreign currency Account by converting foreign currencies into dinars at the buying exchange rate of the Bank for foreign currencies.

The Bank settles from the Account held in foreign currencies the receivables related with the use of debit card abroad, except in case when the debit card is linked only to the account held in dinars. In case that the foreign currency account lacks the necessary funds, the Bank shall be entitled to settle its foreign currency receivables from the dinar account by converting the funds in dinars into foreign currencies at the selling exchange rate of the Bank for foreign currencies.

If the debit card is tied solely to the dinar Account, all obligations of the User arising from the use of debit card in foreign currencies other than RSD (currencies of third countries) shall be converted into dinars at the selling exchange rate of the Bank for EUR for cash, valid on the date of debiting the account of the Bank by the card system, irrespective of the original currency of the country where the transaction was made. The card organization for payment transactions abroad debits the Bank account in EUR at the exchange rate available on the website of the card organization.

For safety reasons the Bank determines the restriction limits for the use of a card, in accordance with the Price List of fees for the Bank's Services.

The Bank is not responsible if the merchant, as provider of goods and services, does not want to accept the Bank's card and/or if it is not possible to perform the payment transaction, at the User's request, due to improper use of the POS terminal, i.e. due to technical issues.

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 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 Card, the User may activate and use the card in a digital format in other applications providing this possibility as well.

The card is issued with a validity period printed out on the card itself, whereby the payment card is valid until the last day of the month inscribed on the payment card. The card whose validity deadline has expired must not be used and may not serve to carry out any transaction.

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 current account 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.

As per the rules of cards organizations, if a User has registered the 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).

VIII Electronic banking services

The User and the Bank can negotiate the services of electronic banking, which represent a set of services of the Bank that enable the negotiating banking services for the User, remote application and realization of use and change of terms of use of products from the Bank offer, provide an insight into the Account balance and turnover per Accounts and other Bank products, exchange operations as well as the initiation of domestic and international payment transactions, as well as other types of services according to functionality and project solution of the Bank, in line with individual agreements and special conditions for use of e-banking for individuals (hereinafter: Special conditions).

Each of these services of electronic banking is contained and described in the Special Terms for the use of the said service which define the conditions for using the service (User Manual), technical requirements related to the User's equipment, safety and security measures, as well as other conditions that are specific to the use of an individual service which is negotiated with the Bank by concluding a special agreement and/or by submission to the Bank of the application form which defines the type and level of electronic banking services, which the User wants to use.

The User instructions and Special Terms of Use of this service are available to Users on the Bank website www.otpsrbija.rs, as well as in writing at the express request of the User in Bank branches.

By signing individual agreements, the User accepts the offered volume and content of e-banking services.

The Bank reserves the right and possibility to adapt and amend at any time the terms, conditions, scope and way of e-banking use. The Bank shall publicize all information on the change of conditions, scope and terms of use of e-banking on the official website of the Bank and advise the User in line with contractual terms.

The Bank shall not be responsible in case the User cannot use the e-banking service due to disturbances in the telecommunication system or due to other circumstances beyond the control of the Bank.

The User has been advised that all inbound telephone calls to the Contact Centre are recorded and can serve for the improvement of quality of provided services and/or for resolving User claims. Regarding calls to the Bank and conversation with operators in the Contact Centre or Bank branch, the mobile or landline telephone number reported to the Bank as contact phone of the User may serve as identifier.

The Bank has the right to block the possibility of using electronic banking services, partially or in full, without the consent of the User:

- If there is doubt that the User or third person is misusing these services,
- If the User fails to comply with contractual provisions and the User Manual contained in the Special terms for the use of these services,
- If the User does not use this service within the time period defined by Special terms.

The Bank shall notify the User about the blocking of services from the previous paragraph in the agreed manner, and the User himself can submit to the Bank a request for the termination of the use of these services in one of the branches of the Bank, in writing or in a manner foreseen by the Special terms.

IX ATMs

In accordance with software possibilities and functionalities of ATMS, the User may carry out the following payment transactions by use of the following payment cards: incoming and/or outgoing payments of cash in local or foreign currency, and/or use of other banking services, both at ATMs of the Bank and ATMs of other commercial banks.

All payment transactions on ATMs shall be carried out by combined use of payment card and by entry of PIN (personal identification number), which allows identification of User and represents a proof that the order for the payment transaction originates from the User and that the User gave his consent for the performance of this transaction.

Payment transactions at ATMs by way of payment card shall be carried out from the account which is tied to the payment card and defined by the Bank as payment card issuer. In addition to the balance of the Account (when at issue is a debit card) or remaining unused limit (regarding credit card), payment transactions by way of ATM may be limited by parameters/limits for cash withdrawal defined by the Bank by Framework Agreement regulating the opening and maintenance of account, i.e. agreement on the issue of and use of cards, and/or technical possibilities of the ATM and/or limits defined by the commercial bank – ATM owner.

Withdrawing cash by payment cards inland at Bank ATMs, as well as from ATMs of other commercial banks inland may be carried out in local and foreign currency if this is allowed at a specific ATM. The Bank charges withdrawals of cash by payment card inland from ATMs of other banks in accordance with the Bank Pricelist.

Withdrawing cash by payment cards abroad is carried out in the currency allowed by the commercial bank – owner of ATM in accordance with domicile regulations, and the Bank charges a fee in accordance with its Pricelist.

The Bank shall be entitled, at any time and without the consent of the User, to suspend or abolish the possibility to perform payment transactions on ATMs in case of justified reasons related to safety of the payment car and in other cases in accordance with the applicable legislation. The Bank is obliged to inform the User of its intention to block the card, prior to blockade, or if this is not possible, the Bank is obliged to inform the User immediately after the blockade, in both cases through habitual channels of communication with the Bank, as selected by the User. Exceptionally, the Bank shall not advise the User in case if such notice is prohibited by law, or in case of related justified security reasons.

The Bank alone renders the decision on the installation 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, safety reasons or decision on the non-availability of location for installing the ATM). The Bank is and shall not be considered liable for the damage or any loss which the User may suffer as the consequence of previously described Bank decision.

All payment transactions, as well as performance of other banking services by means of ATM shall be subject to video surveillance installed by the Bank.

X Standing order

A User can negotiate with the Bank an execution of a standing order by which he authorizes the Bank to perform regular and/or periodic payments charged to his account so that the Bank performs the payment transaction, i.e. a series of payment transactions, in favour 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 fees of the Bank. All payment transactions which are a part of a series of payment transactions per negotiated standing order are considered authorized.

A standing order is contracted by submitting to the Bank 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, in line with individual agreements and these Operating Terms.

The User may issue a standing order to the Bank to confirm in advance future international incoming payments to be received under a certain basis code and/or payment instrument, so as to allow incoming international payment of small value – up to 1000 Euros, to be automatically performed and booked on the Account without prior notification.

The Bank may not be liable for accuracy of basis code and/or payment instrument in case of issue of this standing order, nor shall it be liable in case of submission of individual notices of Users about these notifications.

In the process of issue of standing orders, the Bank is obliged to advise the User of his/her responsibility and obligation to verify whether the payment basis code and/or payment instrument is appropriate to the User's future or present proceeding and to offer the User adequate solutions, all in line with internal procedures of the Bank related to prevention of money laundering.

The User and the Bank can negotiate the execution of a series of payment transactions via direct debit, and this payment service enables him to fulfil his obligations towards the payment recipient, on the basis of the approval 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 approval of the User as the payer, initiates a payment transaction for the debiting of the payer's account.

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 agreed upon by submitting to the Bank the Direct debit form. The Bank shall execute the direct debit in accordance with the terms and instructions provided by the payment recipient. 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.

XII General Terms and manner of executing future payment transactions

Types of payment orders

Payment transactions via current and other 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 are a *deposit order*, *disbursement order* and *transfer order*.

A *deposit order* is a payment order used to deposit cash to a current or other account (daily income payment, payment of obligations in cash 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 approval reference number 9) approval 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 and/or other transaction account and it contains the same elements as the deposit order, with the difference that instead of the approval number stands the debit number, instead of the number of the current account of the payment recipient stands the number of the current account of the payer.

A *transfer order* is a payment order used for the transfer of funds from a current and/or other transaction 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 approval reference number, 13) approval reference number 14) place and date of receipt, 15) date of execution, 17) signature of the payer/recipient ().

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 payment order are sufficient for its execution. The user - natural person/individuals is required to submit the payment order in paper to the Bank in at least two - 2 copies, of which the first copy is certified by the Bank and returned to the individuals, and the other stays with the Bank as a document based on which the payment transaction is executed, otherwise the Bank shall not accept a payment order and execute the payment transaction.

Payment orders issued electronically have, in addition to the foregoing elements, to contain elements based on which verification of

authenticity of principal is verified, as well as the accuracy and completeness of data under the given 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 the payment order, collection order and general foreign currency order, 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.

The Bank shall execute the payment transaction initiated by the order only if the User has provided enough funds in the account to execute the payment, which includes the Bank's fee calculated and charged in accordance with the Price List of Fees of the Bank.

Consent of the User for the execution of the payment transaction

The Bank shall execute the payment transaction only if the payer has given his consent for its execution.

The manner of giving consent for the execution of the payment transaction depends on the payment instrument and the channel for receiving orders. The user shall give the consent for the execution of the payment transaction:

- In the branches of the Bank – by signing the paper payment order, and when paying with cash by giving payment order and substantiating the amount of cash required for the execution of the payment order including the Bank's fee, for specific payment transaction.
- Electronically – as defined in the agreement for these services and/or in Special Terms for the Use of Electronic Banking Services,
 - Biometric dynamic signature – by signing the payment order on electronic device provided by the Bank,
 - By payment card, specifically:-
 - a) by pressing the bank card to the POS terminal;
 - b) by readout of data from bank card
 - c) by entering a PIN which shall be considered as User's consent and /or slip signature from POS terminal;
 - d) Manual entry of data from Card, on POS terminal, internet point of sale of the merchant or another application used for payment at the merchant point of sale;
 - e) as well as through other forms of identification, depending on the type of payment, type of POS terminal and functional characteristics of the Card.
- For payment transactions on ATMs, the electronic trail on ATM serves as proof of performed payment transaction.

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

Reception of a payment order

The Bank shall receive payment orders through its receiving channels in accordance with the provisions of these General Terms, the agreement on the opening and maintaining of an account and/or the provisions of special agreements and the Special Terms for the use of certain payment services provided by the Bank in relation to the Accounts. The Bank determines whether the conditions for the execution of a payment order are met at the moment of receiving the 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 an order by the User by means of distance communication, the Bank shall not be liable for damages that may arise due to the chosen method of information and/or 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 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 accordance with the Time Schedule, the time of receipt of the payment order implies a deadline until which the orders which shall be executed on the same work day of the Bank need to be submitted. All orders received during the work day of the Bank, but after the time of receipt of the payment order determined by the Time Schedule, are considered received during the next work day of the Bank. In case of instant payments, it shall be considered that the Bank received instant orders of transfer of approvals at the time when the Bank created the instant transfer order in the IPS payment system).

If the User specifically negotiated with the Bank the day of the beginning of the execution of an order (standing order), the date of signing the standing order shall be considered the time of receipt of the order and the time of execution shall be defined by the standing order itself.

The User as a payer agrees to have his Account debited for the amount of the payment order by submitting the payment order to the Bank, as well as with his signature on a standing order i.e. an order for direct debits for the payment of obligations (utilities, telecommunication, etc.) and agrees with the limit i.e. the amount that represents his obligation towards the recipient of the payment.

For payment transactions initiated by a payment card, the time of receipt of the payment order is the moment in which the User had given the consent for the execution of the payment transaction and the Bank had conducted 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 service provider, it is considered that the payment order was received on the next Business day of that provider.

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,
- If the content of the payment order is properly filled-in, legible, signed by the User,
- If the transaction 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 or the User who makes a cash payment to the 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.

The payment order shall be executed in accordance with the Time Schedule.

For payment transactions resulting from the use of a payment card, the date of debiting the Account may be different from the date the payment transaction was made. The Bank shall debit the User's account, to which the payment 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 account for the payment transaction authorized by the card. Deadlines defined by the regulations of credit card organizations are applied to the execution of card transactions. For payment transactions initiated by a payment card, the User shall 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 payment 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 Account in the payment currency that he has defined himself, the Bank is not obliged to execute such a payment.

Revocation of a payment order

The payer may revoke the payment order at any time prior to the occurrence of irrevocability of said order by withdrawing the consent for the execution of a payment transaction or a series of payment transactions so that any future payment transaction in the series is considered unauthorized. 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) work day before the agreed date for the execution of payments by debiting the payer's transaction account.
- for orders realized through IPS payment system, after the Bank has created an instant transfer order).

Upon the expiry of the deadlines from the previous paragraph, the User 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.

In payment transactions initiated by card, the payer cannot revoke the payment order after the transaction has been authorized.

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

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 same as the signature that the User or an authorized person deposited with the Bank,
- If there are no sufficient funds on the User's Account for the execution of the payment order together with the 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 terrorist financing 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 of the payment order, if such an obligation would result from the regulations governing the prevention of money laundering and terrorist financing, 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 payment transaction. If the User provides the Bank with a false unique identification designation, or any other incorrect significant element of an 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 rejects the performance of the payment order for the foregoing reasons, it shall be considered that the payment order has not been received. The Bank may not transfer and perform rejected payment orders on the subsequent working day.

The Bank is obliged to inform the User on the refusal of the execution of the payment order and if possible on the reasons for the refusal. The Bank shall deliver this notice to the User without delay, at the latest within the deadlines determined for the execution of the payment order, in one of the manners agreed upon.

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.

XIII 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. If the funds have been granted through the IPS payment system when the Bank shall automatically credit the payment account of the recipient of payment and enable this recipient to dispose with these assets. In addition, the Bank approves 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 approval of the transaction account of the recipient.

The provisions of regulations that govern foreign currency operations shall be applied on the execution of international payment transactions and payment transactions in the currencies of other countries, and all that is not regulated by the aforementioned regulations, shall be regulated by the provisions of these General Terms and the Law.

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, whereat the currency in which the payment 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 with the consent of the payer.

In the case of a transaction by payment card, the Bank shall approve the account of the service provider – merchant in accordance with the deadlines from the Agreement on Acceptance of Payment Cards, which the merchant concluded with the Bank.

The Bank shall allow to the User – payment recipient the disposal of funds immediately after the approval of these funds on a transaction account.

If the user requires a disbursement of cash from an Account, the Bank is obliged to disburse this money immediately, free of charge, except in the case of disbursements of amounts exceeding 600,000.00 dinars or effective foreign money with a counter value in dinars, at the official middle exchange rate, greater than 600,000.00 dinars, when the Bank can disburse these funds on the following Business day.

The Provider of payment services is required to promptly credit funds to the payment recipient on his payment account, or if the recipient of payment lacks a payment account at this provider of payment services, to put these funds at his disposal:

- 1) If a transaction amount has been granted to the payment services provider of the payment recipient or if the provider of the payment otherwise received that amount;
- 2) If that provider of payment service received all information necessary for crediting the payment account of the recipient of payment or putting funds at the disposal of the recipient of payment.

The Provider of Payment services is obliged to allow the recipient of payments to dispose with financial assets immediately following crediting of these funds on the payment account of this recipient .

If the funds on the account of the Bank as provider of payment services have been credited on a date other than a Working day of the Bank, it shall be considered that the Bank has received the funds for the transfer of payments on the following day.

With reference to the performance of payment transaction, the Bank shall ensure that:

- the value date of debit of payment account of the User is the same or later date when this payment account is debited for the payment transaction amount.
- the value date of payment account crediting of the payment recipient is on the Business Date when financial assets of the payment transaction have been credited to the Bank account.

XIV 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 General Terms.

For funds deposited in an Account, the Bank can calculate and pay interest in the manner and the amount regulated by an individual agreement on the opening of an account.

If the User uses funds from the account overdraft for the execution of payment transactions, interest level, method of calculation and payment of interest shall be defined by an 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 recipient of payment order for conversion, which is stated within the exchange rate list which the Bank publishes on its internet presentation or displays in the Bank's branches.

In payment transactions incurred by payment card abroad, the currency conversion shall be performed by credit card organizations, applying the exchange rate valid at the date of the submission of debits. The exchange rate is available on the official websites of card organizations through which the debit is sent to the Bank in a way described in Chapter VII Payment Card as payment instrument.

XV 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 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 of the 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.

XVI 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, 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 in the nearest Bank branch from the Bank network.
- 3) To prevent any further use of the payment instrument once the User has notified the Bank on the circumstances under the previous point.

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 instrument.

The Bank is obliged to submit evidence to the User of payment services, that this User has informed the Bank about the theft, loss and/or misuse, if the payment service 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 instrument,
- Immediately after receiving the payment instrument take all appropriate measures to protect the security elements of the said instrument (e.g., , card PIN number etc.),
- To guard the payment Card and the secrecy of the PIN from unauthorized access, theft and improper use; to keep the PIN number separately from the payment Card and not disclose it to third parties; to not allow a merchant or third party to take the payment 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 personally 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 the Bank employee requests.

-In the event that there has been unauthorized use of the payment card or payment card details, immediately after this knowledge, report to the Bank transaction executed by unauthorized use of the payment card by filling out the form for submitting complaints in business premises / branches of the Bank,

In addition to the foregoing, the basic rules for secure use of bank cards are the following:

- The bank card may be subject of abuse in case of loss or theft
- An expired bank card should be destroyed by cutting it through
- The PIN should be memorized and stored separately from the bank card so as to avoid unauthorized use of card by other persons;
- The User should cooperate with the merchant and/or authorization center if they require the User to additionally identify his/herself and confirm card use;
- That payments by bank card in absence of the User (internet sale etc.) substantially increases the risk of card abuse;
- In case of 3 (three) erroneous entry of Bank card PIN code, the Bank automatically blocks the card for security reasons, in which case the User should contact the Bank in order to unblock the Bank card;
- As well as in all other cases of unsecured use of Bank card, by applying measures of protection from loss, theft, abuse and unauthorized of Bank card.

Restrictions of use of the payment instrument

The User and the Bank can negotiate a spending limit for an individual payment transaction or for multiple payment transactions in a given period if these 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 fulfil 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, in accordance with the law.

Increased risk under the previous paragraph involves cases when the Account lacks funds or has insufficient funds for the collection of

obligation of the User towards the Bank, from the time of entry in default regarding any product including but not limited to granted loan and/or overdraft opened at the Bank. In cases of increased risk, the Bank is entitled to block the use of payment instruments or unable disposal of funds on the Account until full collection of outstanding obligations towards the Bank.

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 manner. Exclusively, the Bank shall not notify the User on the intent to block, 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 User for unauthorized payment transactions

The User 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.

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-fulfilment 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 card up to the moment of notifying the Bank, as well as in the case of using the payment 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 payment card

The Bank shall not be liable if there is a misuse of payment card information when using the payment card, nor for the User's shall gross negligence and the User assume 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 proof of payment transaction execution

When a User claims not to have approved the executed payment transaction or if the payment transaction has not been executed, when the Bank asserts otherwise, it shall be obliged to prove that the payment transaction has not been authenticated, properly registered and booked and that its execution was not affected by any technical malfunction or other defect. The payment transaction is authenticated if the Bank, by applying appropriate procedure, verified and confirmed the use of a payment instrument, including its personalized safety elements.

The request of Users for a refund of the amount or the proper execution of a payment transaction

User is obliged to follow all statements that are received from the Bank, to review them and inform Bank or file a claim on all divergences or denial of obligation in /statements received. User is obliged to inform the Bank on all unapproved, unperformed or improperly executed transactions if the correction is requested, immediately upon knowledge on this payment transaction, and not later than 13 months from the date when Account was debited.

After expiry of deadline from previous paragraph, User loses the right for refund for any unapproved, unperformed or improperly executed payment transaction and for request for correction, 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 knowledge of the unapproved, unperformed or improperly executed payment transaction will be considered day of receipt of reports/statements, that beside other data contains data on individual transactions.

Refund of the amount of an authorized and properly executed payment transaction

The Bank shall refund the 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 payer has given consent for the execution of the payment transaction without the determined exact amount of the payment transaction
- 2) the amount of the payment transaction is higher than the amount that the payer could reasonably have expected, taking into account the amounts of his previous payment transactions, the terms laid down in the Framework Agreement and the circumstances of a particular case.

The Bank may require the payer to provide evidence of facts relating to the fulfilment of the conditions from the preceding paragraph. The payer cannot refer to the condition from the previous paragraph under item 2, if the higher amount of the payment transaction is a result of currency exchange at an agreed 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 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 payer is not entitled to a refund of the 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:

- The payer has given consent directly to the Bank for the execution of the payment transaction;
- The payment recipient has, at least 28 (twenty eight) days prior to the maturity date, in an agreed upon manner, provided to the payer information on the future payment transaction.

These provisions on the 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 given to his provider of payment services to perform the payment transaction initiated by the holder of the promissory note.

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.

XVII Responsibility of the Bank as the provider of payment services in relation to the execution of a payment transaction

The Bank shall be responsible for the execution of a payment transaction for which there is no consent of the payer (unauthorized payment transaction), a non-executed or improperly executed payment transaction and is obliged to, promptly upon learning, refund the amount of said transaction to the payer, i.e. to bring the payer's transaction 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.

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 an 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 is obliged to immediately take action, regardless of its responsibilities and at the request of the payment recipient, in order 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 if, in the judgment of the Bank, 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 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 fulfil their obligations related to the payment instrument per the account,
- if the Bank has executed an improper transaction based on an incorrect 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 and/or improperly executed payment transaction immediately when he determined that there has been such a transaction, but not later than 13 (thirteen) months from the date of debit, i.e. of the approval of the account,
- in case of sending the information or payment order by the User in the form of an unprotected record.

If a payment order is executed in accordance with the unique identification designation of the payment recipient from that order, it is considered that the said order is executed properly in the part that relates to the establishment of the payment recipient, regardless of other information submitted to the payment service provider.

If the unique identification designation submitted to the Bank by the User of payment services is incorrect, the Bank is not responsible for the non-executed or improperly executed payment transaction. At the request of the User, the Bank is obliged to implement all reasonable measures in order to ensure refund to the User of all payment transaction amount whereas the provider of payment services of the payments recipient is obliged to cooperate with the Bank as provider of payment services of the payer, and to provide him all necessary information in order to ensure the refund of payment transaction amounts. In case of inability to refund the money to the User, the Bank, at the written request of the User, shall immediately submit all available information necessary to the User for exercising his right of refund (e.g. information on provider of payment services of the recipient and/or recipient of payment).

If so stipulated by agreement, the Bank can charge the payment services User a special fee for undertaking measures from the previous paragraph, in accordance with the Bank's Price List Fees. In case of a payment transaction not executed due to an incorrect unique identification designation that the User of payment services has submitted to the Bank, the Bank is obliged to refund the amount of the non-executed payment transaction to the User immediately upon learning about this.

XVIII Responsibility for a non-executed or improperly executed payment transaction initiated by the payment recipient or the payer via the payment recipient

If the payment transaction was initiated by the payment recipient or the payer via the payment recipient, the provider of payment services of the payment recipient shall answer to the payment recipient for the proper delivery of the payment order to the payer's provider of payment services.

The provider of payment services of the payment recipient is obliged to submit a payment order issued by the payment recipient or by the payer via the payment recipient, to the payment service provider of the payer, within the period agreed between the payment recipient and his provider of payment services.

In the case of direct debit, the payment service provider of the payment recipient is obliged to submit the payment order within the period that allows the payer's payment service provider to approve the account of the provider of payment services of the payment recipient for the amount of the payment transaction, on the agreed upon maturity date (determined day).

XIX The 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 an improper execution of a domestic payment transaction:

- 1) If the Bank as the payer's provider of payment services transfers the amount of the payment transaction, that exceeds the amount specified in the payment order, to the provider of payment services of the payment recipient, 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 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 request from the User of payment services;
- 3) If the Bank has transferred the funds to some other user, and not to the one that is specified in the order, the Bank is obliged to properly execute the payment transaction on the same Business day without the request from the User of payment services 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 to, based on the evidence of the Bank, without delay 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. 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 the second 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 terrorist financing 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.

XX Products under Bank Offer

The Bank offers Users the following products related to provision of payment services:

- a) Packages – a set of services including:
 - Opening, maintenance and closure of dinar current and/or foreign currency Account;
 - Performance of payment and other services related to the Account;
 - Terms and conditions of use of debt card as instrument of cashless payment in the sale of merchandise and services inland and/or abroad within the package;
 - Terms and conditions of use of e-banking services.

The packages under the Bank offer include:

1. Package Klasik;
2. Package Praktik
3. Package Prestiz;
4. Package Fluo.

During the validity of the framework Agreement linked to the Prestiz package, the User shall be entitled to insurance service free of charge, namely:

- Travel insurance during trips and stay abroad, -for the entire world, for the User and his/her spouse and children of up to 25 years of age, when travelling together with the User, for up to 30 days of stay abroad within the period of one year.

During the validity of the Framework Agreement linked to the Prestiz Package, the Bank shall be entitled to modify the insurance type, insurance amount and insurer with which it has established contractual relation for collective insurance of Bank Users, about which it shall advise the User by contractual channel of communication.

Conditions for providing payment services related to package, has been regulated by individual agreements.

- b) Accounts – is a set of services related to:

- opening, maintenance and closure of current dinar and /or foreign currency account;
- performance of payment and other services related to the Account;
- terms and conditions of use of electronic banking.

Accounts under Bank offer are:

1. Dinar current account
2. Foreign currency current account.

Conditions for providing payment services related to Account are regulated by individual agreements.

XXI Terms for the 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, i.e. these General Terms for the Provision of Payment Services, it is obliged to submit to the User, a proposal of such modifications and amendments for approval, no later than two 2 months 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, 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, i.e. the User has no outstanding obligations towards the Bank under the Account, including fees and expenses related to keeping the Account and performing payment transactions through the Account, that he/she returned all unused check blanks and/or secured funds necessary for the settling of obligations related to issued checks, which have not matured for collection at the time of cancellation of Framework Agreement, for all unused checks in the maximum amount to which a check may be made, for each uncollected check. 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 one Business day before the implementation of the proposed modifications and/or amendments.

If the User does not submit the statement that he does not agree with the proposed modifications and amendments before the date of the commencement of the application of proposed modifications and amendments, 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 of 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, if he did not notify the Bank that he does not agree with the said proposal, until 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 change the modifications to the interest rate or the exchange rate, which are more favourable for the User, without notifying the User.

The 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 indefinite period of time, with a notice period of 2 (two) months from the date of receipt of notice on the termination of Framework Agreement as well as for reasons set forth in these General Terms, in the section titled "Closing of transaction accounts", Title VI "Terms for opening, maintaining and closing of transaction accounts", as well as in the cases established by an individual agreement on the opening and maintaining of an account, 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, 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 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.

Termination of Framework Agreement on payment account with basic services

In addition to terms and conditions set forth in the previous paragraph, the Bank may unilaterally terminate The Framework Agreement related with the Payment Account with basic services if at least one of the following conditions has been met:

- 1) The User has intentionally used the Payment Account for basic services for unlawful purposes;
- 2) No transaction exceeding 24 straight months has been performed on the Payment Account with basic services;
- 3) The User has exercised the right to Payment Account with basic services based on incorrect information;
- 4) The User has subsequently opened another Payment Account with basic services;
- 5) The User no longer has legal residence in the Republic of Serbia.

If it terminates the Framework Agreement related with the Payment Account with basic services due to fulfilment of one or several conditions under paragraph 2, point 2), 4) and 5) of this subheading, the Bank shall be obliged to submit the User, free of charge and in writing, as printout or on another durable data carrier, a notice containing reasons for this termination within 2 (two) months prior to entry in force of the termination, unless the release of such notification is prohibited by regulations.

If the Bank terminates the Framework Agreement related with Payment Account with basic services due to fulfilment of one or both conditions under paragraph 2, point 1 and 3 of this subheading, the termination of the Framework Agreement shall produce legal effect from the time of determination of fulfilment of one of those conditions.

The Bank is obliged to post information on the right of the User to objection and claim in the notification on the termination of Framework Agreement related with Payment Account with basic services and possibility of out-of-court resolution of the litigation, in accordance with

the law regulating the protection of users of financial services and Chapter XXII Information on the protection of Users of these General Terms.

The right to terminate the Framework Agreement at the request of the User

The User of has the right to terminate the Framework Agreement, with a notice period of one month, provided that he has previously fulfilled all obligations towards the Bank, arising from the transaction account and that he has submitted a statement of termination to the Bank, at the indicated address, in writing. The User also has the right to terminate the Framework Agreement in cases stipulated by the agreement on opening and maintaining of an account, i.e. some other special agreement which regulates a specific payment service, in accordance with the Law on Obligations 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 payment services provided until the date of termination, and if this fee was paid beforehand, the Bank shall be obliged to refund the User the proportionate part of the paid fee and to refund the Bank all unused check blanks and secure necessary funds for the settlement of obligations under non-issued checks, which have not matured for collection at the time of termination of the Framework Agreement, for all unused checks, in the maximum amount to which may be made, for each uncollected check.

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

XXII Information on the protection of Users of payment services

If the Bank does not comply with the provisions of the Law 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 Users is entitled to the protection of his rights and interests in accordance with the provisions of the law governing the protection of users of financial services, which relate to the exercise of rights and interests of users of financial services.

Right to complain and notice of complaint

The User has the right to complain 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, the Framework Agreement, good business practice and obligations stemming from the concluded individual agreement.

The User may submit a complaint about the operating of the Bank, i.e. a complaint concerning the violation of rights or legal interests of the User, to the Bank, no later than 3 (three) years from the date when the violation of his/her rights or legal interests occurred, all in written form:

- on business premises / in Bank branches, as well as on every other business premises in which the Bank offers services to Users, by filling in a complaint form or in free form
- mailed to the address:
OTP banka Srbija AD Beograd
Quality and Claim Department
(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 website of the Bank www.otpsrbijars.rs

Regarding financial services negotiated by use of means of remote communication, the Bank is obliged to enable the User to submit the complaint in the same way, i.e. by using the same means of remote communication that is used for the conclusion of contract which the complaint refers to.

The complaint must contain the information about the User (name and surname and identification number), as well as information from which

the relationship with the Bank to which the complaint is referred can be unambiguously determined, and the reasons for the filing of the complaint.

If the User files a complaint upon the expiry of the above mentioned period of 3 (three) years, the Bank shall immediately notify the User that the complaint 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 complaint of the User. Bank employees shall instruct any User who intends to file a complaint verbally, on the way in which the complaint can be submitted in writing. The Bank is obliged to post at a visible place within business premises where it offers services to users, the Notice of the way of filing complaints, of the Bank procedure regarding the complaint and possibilities and ways of filing complaints to the work of the Bank to the National Bank of Serbia.

The Bank is obliged, in the event of a submission of a written complaint of a User, to issue a certificate of receipt of the complaint, specifying the place and the time of receipt, as well as the Bank employee that received the complaint. If the User submitted the complaint via website of the Bank, by electronic mail or verbally by telephone regarding financial services negotiated by use of remote means of communication, the Bank is obliged to immediately confirm to the User by e-mail or in another adequate way the receipt of the complaint to the Bank work, submitted by such User.

The Bank is obliged to take the submitted complaint to the Bank work into consideration and to submit a written response to the User to the mailing address or via E-mail of the User or in another appropriate means of electronic communication, and in case that the User explicitly consents to such way of submission of no later than 15 (fifteen) days after the receipt of the complaint.

If the Bank is unable to provide a response within 15 days, for reasons that do not fall under 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 complaint. The said notice must include the reasons for which it is not possible to provide a response within the deadline period as well as the deadline within which the response shall be delivered.

If the Bank estimates the complaint justified, it shall inform the Client on whether the reasons for the complaint have been removed and of the deadline for their removal and about measures that shall be taken for their removal.

The Bank does not calculate and charge any fee to the User or any other expense to process complaints to Bank work.

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 and prior to the initiation of litigation, within a period of 6 months from the date of the receipt of the response of the Bank or the end of the deadline for the delivery of a reply of the Bank to a filed complaint, the User can prior to opening court procedure, file a written complaint to the National Bank of Serbia, Centre for users of financial services, Nemanjina 17, 11000 Belgrade i.e. to the address PO Box 712, in writing or in electronic form to address – zastita.korisnika@nbs.rs

The Bank is obliged to, at the request of the National Bank of Serbia, make a statement about the User's allegations within the deadline period determined by the National Bank of Serbia, which cannot be longer than eight -8- 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 complainant 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 complainant in writing before the expiration of the initial deadline, and in this notification the National Bank of Serbia shall point the complainant to

the possibility of an extra-judicial resolution of the disputed relationship in the process of mediation.

Extra-judicial resolution of the disputed relationship

In case the User is not satisfied with the response provided by the Bank, or if no response has been provided to him within the required period, before filing a complaint or after receiving the notification which the National Bank of Serbia has delivered to the User, upon his complaint, the disputed relationship 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). The mediation proposal is to be submitted to the National Bank of Serbia in writing, by mail or e-mail to address for receipt of electronic mail of the National Bank of Serbia listed on its website. This proposal must include a deadline for its acceptance, which may not be less than five 5 (five) nor more than 15 (fifteen) days from the date of the submission of the proposal to the other party in litigation.

The mediation procedure in front of the National Bank of Serbia is initiated by concluding an agreement on the mediation whereby parties in litigation and the National Bank of Serbia confirm the appointment of a mediator; regulate mutual rights and obligations, in accordance with mediation principles, as well as other issues of importance for implementing mediation.

Once the mediation process is started, the User 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 stall the processing per the complaint until completion of mediation procedure, 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 however that possible expenses arising in that process shall be borne by the Bank and User. Each side may waive further participation in the mediation procedure, at any stage of the procedure.

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 does not exclude or affect the exercise of the right to judicial protection, in accordance with the law.

XXIII Confidentiality and protection of information on payment services

Information obtained in the course of business by the Bank that refer to the Users, as well as information on payment transactions and the balance and changes on the account shall be considered confidential.

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

- a) Which the person discloses to the Bank, verbally or in writing at the time of communication with the Bank, irrespective of the purpose of the communication, including telephone communication, electronic communication, personal communication in Bank premises or via Bank website;
- b) Gathered at the time of establishing contractual relation with the Bank in relation to new products and services;
- c) Contained in requests and forms prior to establishing contractual relation with the Bank;
- d) Collected at the time of participation of the natural person in Client satisfaction surveys;
- e) Which the Bank becomes aware of by providing the User banking, financial and related services, as well as services involving negotiation of products and services of Bank 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 way. Personal data processing must be aligned with the Law on Protection of Personal data and laws regulating data processing.

Personal data may be gathered for a purpose that is specifically defined, explicit, justified and legal and may not be further processed in a way that is contrary to such purpose.

Personal data must be appropriate, important and limited to "must know" basis in relation to the purpose of its processing; it has to be exact and, where necessary, updated. The Bank shall take all reasonable measures to ensure that inexact personal data are immediately either corrected or deleted.

Personal data shall be stored in a form that allows identification of persons only within the term necessary for achieving the objective of the storage. Personal data processing shall be made in a way that ensures appropriate data protection, including protection from unauthorized or illegal processing, as well as in case of accidental loss, destruction or damage, by applying appropriate technical, organizational and human resources measures.

The Bank shall process personal data for purpose and in a way that is necessary and suitable for performing the bank activity and such processing will be legal only if any of the following conditions has been met:

- 1) The data subject accepts to process his/her personal data for one or more specially defined purposes (personal data processing based on consent);
- 2) Processing is required to implement the contract concluded with the data subject or for the purpose of engaging in action, at the request of the data subject, prior to concluding the contract;
- 3) Processing is necessary in order to honour legal obligations of the Bank;
- 4) Processing is necessary in order to protect vitally important interests of the data subject or another natural person;
- 5) Processing is necessary in order to exercise the Bank authorizations prescribed by Law;
- 6) Processing is necessary in order to exercise legitimate interests of the Bank or third parties, unless interests and basic rights and freedoms of data subjects that require personal data protection prevail over such rights and interests, especially if the data subject is a minor.

No consent of the User is required for the processing of User personal data for purposes of direct marketing and market research, as these data are processed on the basis of legitimate interest of the Bank, in accordance with the Law on the Protection of Personal Data. The User is however entitled to explicitly state that he/she does not wish his/her data to be subject to processing for purposes related to direct marketing or market research, and the Bank shall have the obligation to enable him/her to make a related decision. In such cases, personal data related to the User shall not be processed for these purposes. In case that personal data are processed for the purpose of direct marketing based on User consent, such consent may be revoked and personal data shall no longer be the subject of processing for such purposes, which shall not however affect the legality of data processing up to that time.

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

- 1) Contact details of the Bank and of its representative, if he has been appointed;
- 2) Contact details of person assigned to personal data protection;
- 3) Purpose and legal ground of the processing;
- 4) Existence of legitimate interest if the processing is done on the basis of such legal ground;
- 5) Data about the receiver or group of receivers of personal data, if any;

- 6) About the fact that it plans to transfer personal data to another country or international organization (nature of transaction), and reference to appropriate protection measures;
- 7) About the right to lodge a complaint to the Commissioner for the Protection of Personal Data;
- 8) About the fact that providing personal data is a legal and contractual obligation and necessary condition for concluding a contract, and that the data subject is obliged to disclose his/her personal data, as well as about possible consequences for failing to disclose data
- 9) About existence of automated decision-making process.

Personal data will be kept during the contractual relation, i.e. as long as the data subject agrees to the processing of his/her data, and within a term which binds the Bank to preserve certain personal data, in which case active processing of this data for other purposes shall not be possible, but only the keeping of such data for purposes prescribed by law.

Personal data processed by the Bank may be ceded to third persons based on:

- 1) Consent of data subject
- 2) Implementation of contract in which one side is the data subject
- 3) Provisions of the law.

Personal data may be submitted to state or other bodies to which the Bank is authorized or obliged to submit personal data on the basis of the law that regulates data disclosure. Personal data may also be provided to persons with whom the Bank concluded a contractual relation, to service providers and persons engaged by the Bank who due to the nature of their work have access to personal data. All persons who, due to the nature of the work they perform for the Bank or with the Bank, have access to personal data are required to keep such data confidential as banking secret, in accordance with the Law on Banks and other legislation regulating data secrecy. Contracts with these persons are aligned with the requirements of the Law on the Protection of Personal Data.

Subjects whose personal data are processed by the Bank are entitled to access all their personal data, to correct, complement and delete them, in case that there is no ground for processing, limitation, transferability or objection. A data subject may withdraw his/her consent at any time. The withdrawal of consent does not affect the legality of the processing based on consent prior to withdrawal. Prior to giving consent, the data subject shall be advised accordingly. The Bank is obliged to enable that withdrawal of consent is equally simple and giving granting 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.

The provisions of the General Terms take effect on the date of their adoption at the session of the Board of Directors held on 13th June 2019 and shall apply as of August 21, 2019. This consolidated version of the General Terms has been drafted 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 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