

Pursuant to article 73, paragraph 1, point 5) of the Law on Banks and article 15, paragraph 1, point 5 of the Statute of OTP banka Srbija AD Beograd, blvd Zorana Djindjica 50 a/b, the Board of Directors of the Bank, at its session held on 13th June 2019 and 20th September 2019, has established the following:

**GENERAL TERMS OF USE OF CREDIT CARDS AT
OTP banka Srbija AD Beograd
-for individuals-
(Consolidated version)**

I Opening Provisions

Under these General Terms for the use of credit cards at OTP banka Srbija AD Beograd – for individuals (hereinafter: General Terms), OTP banka Srbija AD Beograd (hereinafter: the Bank) regulates mutual rights and obligations between the Bank and Cardholder regarding the terms and conditions of use of credit cards under the Bank offer, which the Bank issues to Cardholders; the calculation and the charging of fees for the performance of Bank service with respect to the use of credit card, notices, protection and other measures related with the use of credit cards, the terms of modification, supplement and expiry of Framework Agreement, information on the protection of Cardholders, supervision over application of legal provisions, as well as other issues of importance for bank operations from the aspect of legislation regulating this business area.

The General Terms jointly with:

- The General Terms for the Provision of Payment Services of OTP banka Srbija AD Beograd, applicable in relations with individuals (hereinafter: The General Terms for Payment Services);
- The Special Terms for the Use of Electronic Banking Services for Individuals (hereinafter: The Special Terms);
- The Time Schedule – time of receipt and performance of payment orders (individuals) (hereinafter: The Term Schedule);
- The Pricelist of fees and expenses of the Retail Division (hereinafter: The Pricelist of Fees) and
- Individual contracts on the issue of credit cards irrespective of their name (hereinafter: individual contract),

form a Framework Agreement in the sense of the Law on Payment Services (hereinafter: Framework Agreement).

II Definitions of Terms

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

- 1) Cardholder** – means a individuals using or intending to use Credit Cards under the Bank offer, in accordance with the Framework Agreement, for purposes other than its business operations or other commercial activities;
- 2) Transaction** – means a payment transaction arising from the use of Credit Card which the Bank, as part of its offer, issued to the Cardholder for use in line with the Framework Agreement;
- 3) Credit Card** – means a payment card which as instrument of payment allows the Cardholder to withdraw cash and borrow funds in order to pay for goods and services. At the request of the Cardholder, the Bank may issue a basic and/or complementary credit card, with functionality defined in the Framework Agreement;
- 4) Account** – means a payment (transaction) account which the Bank opens for the Cardholder and which is maintained on the basis of the contract on the opening and maintenance of account and provision of payment services in compliance with The General Terms for Payment Services, which is used for the performance of payment transactions and for other purposes related with payment services which the Bank provides to the Cardholder or repayment account which serves solely for the settlement of liabilities of the Cardholder towards the Bank related with the use of the Credit Card;
- 5) PIN (Personal identification number)** – a personal security number known only by the Cardholder. By entering the PIN, the Cardholder confirms his identity on the ATM or point of sale of the Merchant, depending on the type of payment and type of POS terminals;
- 6) Report on turnover of credit card** – means report of performed Transactions with Credit Card pursuant to the Framework Agreement and applicable legislation, as well as the Request of the Cardholder;
- 7) Credit Limit** – means the maximum sum which the Bank has granted to the Cardholder for the use of the Credit Card, which includes overall

consumption under the Credit Card inland and abroad, in line with individual contracts;

8) Nominal interest rate – means an interest rate expressed as fixed or variable percentage applicable on annual level to the amount of used funds as part of the credit limit;

9) EIR – means an annual effective interest rate showing the overall cost which the Cardholder incurs in relation to the Credit Card, expressed as percentage of total amount of this cost per annum and representing a discounted rate which equalizes, on monthly basis, the present values of all money flows, i.e. present values of pecuniary income with current value of all pecuniary expenditures related to financial services, that were known at the time of posting this rate;

10) Durable medium – means any device allowing the Cardholders to store data intended to them, to access and reproduce these data in unaltered form in a period corresponding with the purpose of the storage;

11) Authorization – means a process whereby the Bank authenticates the Cardholder and approves the Transaction;

12) Slip – means a statement of performed Credit Card Transaction;

13) Merchant – means a legal entity or entrepreneur operating sale of goods and/or services as part of its regular activity;

14) Point of Sale – means the location of the Merchant where the Merchant accepts Credit Cards as means of cashless payment of goods and/or services;

15) Internet Point of Sale – means a point of sale of the Merchant on the Internet where the Merchant accepts Credit Cards as means of cashless payment of goods and/or services of the Merchant by way of electronic communication channels;

16) ATM – means an electronic device allowing Cardholders to deposit and/or withdraw cash in domestic or foreign currency and/or to use other services in accordance with the functionalities of the software and the ATM;

17) POS Terminal – means a device allowing the performance of a transaction by using cards, whereby the transactions is recorded electronically;

The terms defined in the General Terms for providing Payment Services that have not been defined otherwise or defined in this General Terms, have the same meaning as in the General Terms for Providing Payment services.

III General Provisions

In case of collision between the provisions concluded in individual contracts and these General Terms, the provisions of individual contracts shall prevail, followed by the provisions of the General Terms and General Terms of Payment Services in the part that has not been regulated under the foregoing documents, except if the provisions of the individual contract regulated otherwise the order of priority.

In addition to the General Terms, the Bank also applies to Cardholders its acts defining Bank operations in details, in line with applicable domestic and international legislation and rights of the banking group the Bank belongs to, that are aimed at implementing General Terms pursuant to the generally accepted rules of banking practice.

These General Terms are published on the official website of the Bank at address www.otpsrbija.rs (hereinafter: Bank website).

In case that any condition or provision of these General Terms become ineffective and inapplicable, the effectiveness of other conditions and provisions shall not be affected, and the rights and obligations of the Cardholder and the Bank shall not be interpreted as though these General Terms did not contain ineffective and inapplicable conditions and provisions.

IV Advertising

In advertising the issue of Credit Card service which advertising message contains information about the interest rate and/or any other numerical data related with the price or income, the Bank is obliged clearly and precisely to state on a representative example: the type of the Credit card;

- the amount and variability of interest rate;
- the effective interest rate written more noticeably than other elements;
- currency in which the use of the Credit Card is negotiated;
- period to which the Credit Card use is negotiated;

- All expenses and fees payable by the Cardholder.

While advertising, the Bank is obliged to fully honor legislation regulating advertising in public media and Bank premises (brochures, advertisements etc.) i.e. on the Bank website.

V Framework Agreement

- Bank offer

The Bank is obliged, at its request, to provide information and clarifications on conditions related with the Framework Agreement so as to allow the Cardholder to compare offers of various commercial banks and to estimate whether these conditions meet his/her needs and financial situation, while ensuring that at no time shall the Cardholder be misled, by providing offer in a form and in a content prescribed by the National Bank of Serbia, as printout or other durable data carrier.

The Bank is also required to inform the Cardholder that, at his request, he may obtain the draft Framework Agreement as proposal for its conclusion, free of charge.

In concluding the Framework Agreement, the Bank is obliged to also offer a draft Framework Agreement and submit it to the person who intends to provide a collateral (indemnity, bill of exchange, administrative ban etc.) (hereinafter: security provider)

The Bank is obliged to offer the Cardholder services in dinars, except when the Cardholder requires for the service to be provided in dinar equivalent of a foreign currency, or in foreign currency, in accordance with legislation regulating foreign currency operations. If the service is provided in dinar equivalent of a foreign currency or in foreign currency, the Bank shall be obliged to advise the Cardholder in writing of the risks which it assumes in such case.

By conclusion of individual contract, it shall be considered that the Cardholder has accepted the Bank offer for establishing the contractual relation.

- Obligations to assess creditworthiness

Prior to conclusion of the Framework Agreement, the Bank is obliged to estimate the creditworthiness of the Cardholder, based on data obtained from the Cardholder, as well as on the basis of review of database of indebtedness of the Cardholder – Credit Bureau of the Association of Banks of Serbia (hereinafter: Credit Bureau), which database the Bank may review with the consent of the Cardholder given in a legally prescribed form. If the request for use of Credit Card has been rejected by the Bank following review of Credit Bureau database, the Bank shall be obliged to advise the Cardholder accordingly without delay. The Bank also estimates the Cardholder creditworthiness during the validity of the Framework Agreement and/or in the process of reissue of the credit card, if the Cardholder ceases to meet creditworthiness conditions, the Bank shall be entitled to decrease the limit granted to the Cardholder i.e. not to reissue the Credit Card. In case that the Cardholder declines concluding an annex to individual agreement on the decrease of credit limit with the Bank, the Bank shall be entitled not to reissue the credit card to the Cardholder.

- Establishing contractual relation

The Framework Agreement between the Bank and Cardholder is drafted in writing or on another durable medium and contains the conditions under the offer accepted by the Cardholder.

While concluding the Framework Agreement, in addition to documents that are part of the Framework Agreement, the Bank hands over to the Cardholder one specimen of Obligatory Elements of the Contract containing basic data about the terms of use of the Credit Card, on a form and in content prescribed by the National Bank of Serbia.

The Bank is obliged to keep the Framework Agreement and contractual documentation related to the Cardholder (offer, obligatory elements of the contract, annex of individual contacts, notifications, letters of caution and oth. contractual documentation) in accordance with legislation.

- Content of Framework Agreement

In addition to obligatory elements established under the Law on the Protection of Users of Financial Services, The Framework Agreement also contains obligatory elements of the contract under the Law on Payment Services.

The provisions of the Framework Agreement have to be clear, complete, precise, unequivocal and understandable to Cardholders and the subject of liabilities has to be defined, i.e. definable so that the Cardholder, during the validity of the contractual relation may at any obtain information in which cases, under which terms and conditions his obligations or other contractual terms may be changed.

Following the conclusion of Framework Agreement, the Bank is obliged to provide a copy of Framework Agreement to the security provider.

VI Rights, Obligations and Responsibilities of the Bank

The Bank is entitled:

- Based on the decision of its bodies, to freely select the Cardholder with whom it shall establish business relations, which includes the discretion right to refuse establishing contractual relations or providing services;
- Without consent of the User, to block any possibility for the Cardholder to use the Credit Card, fully or partially; (i) for reasons set forth under the legislation regulating the prevention of money laundering and terrorism funding, i.e. in case of international sanctions imposed against certain countries, (ii) in accordance with applicable legislation, business decisions and standards of the banking group the Bank belongs to i.e., (iii) for justified reasons, including but not limited to cases of abuse of account, payment card etc.;
- During the validity of the Credit Card and/or at the time of reissuing the credit card, proceed to change of card organization product i.e. card organization with which it has been cooperating, and should the foregoing cases arises, the Bank shall call the Cardholder to proceed, free of additional charges, to the replacement of the used Credit Card, and the Bank shall be obliged to ensure that the terms of operations and conditions of use of the new credit card are identical with existing functionalities and conditions for the use of Credit Cards subject to replacement, pursuant to the Framework Agreement;
- To charge the Cardholder fees and other expenses as per the Pricelist of Fees for the service provided in line with the Framework Agreement;
- Proceed in line with the Framework Agreement; which it has concluded with the Cardholder and with applicable legislation.

The Bank is obliged to:

- In its business relations with the Cardholder, to act in accordance with the Framework Agreement with due diligence, pursuant to applicable regulations and acts of the Bank, in order to ensure the application of good business and honest banking practice and fair relations towards the Cardholder, as well as compliance of these conditions with legislation;
- Protect the secrecy of Transactions and services that it provides, as well as data about the Cardholder and data pertaining to Credit Card operations, and to keep and use these data in accordance with legislation, banking practice and relevant domestic laws and other legislation, in all as provided in the General Terms for Payment Services, Chapter XXIII Confidentiality and Protection of Payment Services Data;
- Perform Transaction arising by use of Credit Card in all as set forth in the Framework Agreement;
- To inform the Cardholder of its products in a clear and comprehensible way, whereas such information must not contain incorrect details, or information which may mislead the Cardholder as to the conditions, products and services, which the Bank offers to Cardholders.

In the contractual relation between the Bank and the Cardholder, the Bank shall not be liable for prejudice:

- Arising from an Act of God, war, state of emergency, strike etc. or due to circumstances which it could not influence and which it could not foresee, prevent or avoid;
- Occurring due to suspension of Bank activities as the consequence of actions taken towards the Bank by competent state bodies inland or abroad, or as the consequence of disruption of its operations, which the Bank could not prevent or avoid;
- If the Merchant declines accepting the Credit Card of the Bank and/or in case of incorrect use of POS terminal, i.e. technical

issues, the Transaction may not be carried out at the request of the Cardholder;

- Arising from business decisions of the Cardholder made on the basis of verbal communication with the Bank or written communication in which the Bank did not unequivocally assume the obligation/risk.

VII Rights, obligations and responsibilities of the Cardholder

The Cardholder is entitled to:

- Equal relation with the Bank in contractual relation and protection from discrimination, right to information, as well as determination or ability to determine contractual obligations and protection of rights and interests;
- Require the Bank (verbally or in writing – via mail, e-mail, e-banking or fax) and obtain in writing or otherwise on a durable medium, comprehensible and clear information, data and instructions related with the Cardholder's contractual relation with the Bank, under terms and conditions set forth in the Framework Agreement, in particular information on: the balance of the debt under the Credit Card, interest rate and fees, conditions for implementation, documents that the Cardholder should submit to the Bank, as well as other information pertaining to all documents forming the Framework Agreement.

The Cardholder engages to:

- Use the Credit Card and perform Transactions in accordance with the Framework Agreement and applicable legislation;
- Duly perform all obligations in line with the Framework Agreement;
- And accept to be solely liable for proper use of basic and additional Credit Card, as well as for the accuracy of data provided to the Bank at the time of issue of Credit Card;
- To keep all Reports/Statements regarding the turnover on account and/or Reports on credit card turnover, which he obtains from the Bank, to review them and to promptly advise the Bank of any mismatch or challenge of debt i.e. receivable;
- report in writing any change of home address and change of e-mail address and/or change of personal identification data and residency status; otherwise, it irrevocably and unconditionally agrees to bear all expenses of the Bank arising from the need to obtain these data and shall be obliged to settle these expenses to the Bank;
- notify the Bank in due time of any criminal, litigation, infraction, or any other administrative or court procedure which may affect the fulfillment of liabilities under the Framework Agreement, which has been opened or conducted against the Cardholder;
- inform the Bank in case of inability to perform its obligations under the Framework Agreement, in particular obligations related with safe use of Credit Card and protection from loss, theft and abuse of Credit Card.

- Right to waive conclusion of Framework Agreement

The Cardholder is entitled to waive the conclusion of Framework Agreement within 14 (fourteen) days from its conclusion, without stating related reason, in writing or on another durable data carrier. The Cardholder is obliged to advise the Bank, prior to expiry of 14 (fourteen) days from conclusion of the Framework Agreement, of its intention to waive, by confirming the receipt of this notice, date of notification, date of receipt of notification, whereby date of notification receipt shall be considered the date of waiver of the Framework Contract. In this case, the Bank is not entitled to other remunerations, except fees and expenses arising in relation to competent bodies and it shall be entitled to compensation of real expenses arising in relation to the conclusion of the Framework Agreement, the expenses which the Cardholder has been acquainted with prior to conclusion of contractual relation.

If the Bank, based on the concluded Framework Agreement provides accessory financial services and the Cardholder waives the Framework Agreement in accordance with the law and bylaws, the Cardholder shall no longer be bound by accessory services.

VIII Interests and Fees

- Interests

For the provided Credit Card service, the Bank negotiates, calculates and charges interest in accordance with the Decision on Interests and these General Terms expressed at annual, monthly and daily level.

The Bank negotiates fixed nominal interest rates on used amount of approved Credit limit, by individual contracts, which is calculated by applying the proportionate method of interest calculation which is charged monthly, in accordance with individual contracts.

The Bank is obliged to calculate EIR on a uniform prescribed way, in order to enable matching identical offers of different providers of financial services, in accordance with legislation.

- Fees

The Bank negotiates, calculates and charges fees for services provided to the Cardholders, pursuant to the Framework Agreement, in accordance with applicable the Pricelist of Fees.

- Default

On liability due date under the issued Credit Card, the Bank shall debit the Account of the Cardholder. In case that the Account lacks funds for the settlement of liabilities, the Bank shall proceed to blockade of Credit Card and shall advise the Cardholder in a contractual way. The Bank charges the Cardholder a default interest onto due and unsettled liability in accordance with the law, i.e. contractual interest from individual contracts in case this contractual interest rate exceeds the default interest rate in accordance with the law. The Bank charges default interest rate on a daily basis and charges it when the conditions are met or when the Cardholder secures the funds in the Account for collecting matured outstanding receivables.

In case circumstances arise during the validity of the contractual relation, which bring the Cardholder into a materially adverse position, or other major circumstance which the Cardholder cannot influence, the Bank may, at the request of the Cardholder, declare repayment moratorium for a certain period of time, during which the Bank shall not calculate interest rate to due and unsettled liability, therewith the criteria for declaring repayment moratorium are prescribed by internal acts of the Bank.

IX Conditions of blockade of funds use by the Bank

In case that the Cardholder holds one or more accounts (current, other payment and deposit accounts) at the Bank, the Cardholder expressly and irrevocably authorizes the Bank to proceed with the debit of all stated accounts for the purpose of collection of any receivables which the Bank claims from the Cardholder, as well as all other due liabilities under any contractual relations with the Cardholder. In case of debiting of foreign currency accounts of the Cardholder, the Bank shall convert foreign currency at the buying exchange rate of the Bank on conversion date.

As of the moment of maturity default under any product, including but not limited to granted loan and/or overdraft of current account opened at the Bank, the Bank is entitled to unable disposal of Cardholder funds on all of his/her accounts opened at the Bank, and to block the use of payment cards, until full collection of unsettled liabilities of the Bank. The Bank shall advise the Cardholder on the inability to dispose with funds on the account of the Cardholder and the blockade of use of payment cards – by SMS message to mobile phone number of the Cardholder or in another contractual or customary manner, all in line with applicable regulations and the provisions of the Framework Agreement. The contractual provisions do not touch into account blockade of the Cardholder for other reasons foreseen by law and the contract (e.g. blockade due to performance or blocking as the result of court order or order of state bodies and possible other special blockade which may be foreseen by the contract or general operating terms of the Bank).

In cases as per the previous paragraph, the Bank shall be entitled to enable the Cardholder further disposal of assets on the account, i.e. use of payment card also in case that the Cardholder has partially settled its due liabilities towards the Bank, about which the Bank shall advise the Cardholder in a contractual term.

X Information on the use of Credit Card

- Types of Credit Card

The Bank issues to the Cardholders the Credit Cards under system organizations Visa, Mastercard and DinaCard, pursuant to the rules of card organizations and the provisions of the Framework Agreement.

The Credit Card is made to the name of the Cardholder, it is not transferable to a third person and is owned by the Bank. Enclosed with each Credit Card, the Bank issues the Cardholder a personal identification number (PIN) representing means of Transaction authorization.

The Bank is obliged to ensure to the Cardholder that only he/she has access to his/her personal identification number (PIN) until the handover of the Credit Card, and bears the risk regarding submitting the PIN to the Cardholder.

The Credit cards are issued with a validity date imprinted on the Credit Card itself, with possibility of reissue, and the Credit Card is valid until the last day of the month inscribed on that Credit Card. The Credit Card which validity has expired may not be used for the performance of any Transaction.

In addition to the basic one, the Bank may require the Cardholder to issue additional Credit Cards (hereinafter: additional Credit Card) to persons authorized by the Cardholder. In case of issue of additional Credit Card(s), the provisions of the Framework Agreement shall apply to it, in particular the provisions pertaining to the use, safe utilization and procedure in case of loss/theft and unauthorized use of the Credit Card, or data from the Credit Card.

- Credit Limit

Under the individual contract, or based on performed estimate of the Cardholder creditworthiness, the Bank grants the Cardholder a credit limit for the use of the Credit Card, which includes total consumption per Credit Card inland and abroad. The calculation of Credit Limit includes the total amount of the cashless transaction of merchandize and services, in installments, equaling the outstanding debt of the Cardholder under Transactions, being understood that the sale in installments is negotiated by individual contracts.

The Credit Limit, which is not fully used up, remains at the disposal of the Cardholder, decreased for expenses and interest calculated in accordance with the provisions of the Framework Agreement, or if the Credit Limit has been fully used up, it shall be made available to the Cardholder ones again in the part that corresponds to the portion of liability which the Cardholder has settled.

Monthly limit for cash withdrawal in the country and abroad, and within the credit limit is RSD 100.000,00, and the cash withdrawal fee at ATMs is prescribed by the the Pricelist of Fees.

During the validity of the contractual relation, the Bank may, in line with its internal procedures, notify the Cardholder through contractual channels of communication of possibilities, terms and conditions increase of granted Credit Limit. The Cardholder agrees with the proposed increase of granted Credit Limit under the notice in the same way as in the notice itself, without concluding any separate annex to individual contract.

- Consent for the performance of the Transaction by using the Credit Card

The terms of issue of consent for the performance of the Transaction by using the Credit Card is regulated by the General Terms for Payment Services, Chapter XII of the General Terms and Conditions for the performance of future payment transactions, subheaded – Consent of the payer for the performance of the transaction.

- Currency in which the Credit Card is granted and exchange rate applied for the calculation, as well as the period of exchange rate adjustment, periods of interest rate adjustment

The Credit Limit under Credit Card is approved in dinars. For Transactions arising abroad, the provisions of the subheading for the settlement of debt under realized Credit Card Transaction shall apply as part of this Chapter.

- Debt settlement under realized Credit Card Transactions

The Bank shall settle in dinars the receivables arising from Credit Cards inland and abroad according to delivered Reports on credit card turnover and statements/reports on turnover of account (fees or monthly maintenance and default/contractual interest in case of default) submitted to the Cardholder once per month in accordance with these General Terms, Chapter XII Information on the terms and assets of communication between the Cardholder and Bank. The Bank is entitled to modify the dynamic of submission of these statements, about which it is obliged to inform the Cardholder in a contractual way.

All the obligations of the Cardholder arising using a Credit Card in foreign currencies other than RSD (third-country currency) will be converted into Dinars at the Bank's effective bid for effective cash, valid on the day the Bank's account is debited by the card system regardless of the original currency the country in which the Transaction was created. Card organizations for Transactions abroad, charge the Bank's account in EUR at the rate available on the website of the card organizations.

The Bank shall debit the account of the Cardholder in accordance with the percentage amount of monthly repayment of due liabilities of the Cardholder under individual contracts, each 10th of the month in the month of the Transaction from the previous month, including all related expenses and fees arising from/or in relation to the Framework Agreement. The remaining portion of Cardholder obligations, increased by new Transactions, uncollected due installments, if sale in tranches is allowed under individual contracts, and all related expenses and fees, shall be the subject of debiting in the next accounting period. If the 10th of the month is a non-working day, the Cardholder account shall be debited on the first subsequent working day.

For all Transactions due for collection that exceed the granted Credit Limit maximum under individual contracts, Cardholder Account shall be fully calculated and debited.

The Cardholder engages to ensure sufficient amount of funds on the Account for the settlement of all liabilities arising from the use of Credit Card, including all related expenses and fees to the Bank, on the 10th of the month (maturity date), i.e. on the first subsequent working day if the maturity date falls on a non-working day.

In case that, on the date of debit, the account of the Cardholder lacks funds for full settlement of Bank receivables from the Cardholder, to the amount of due and outstanding debt, the Bank shall calculate a default, i.e. contractual interest if it exceeds the default interest, in accordance with individual contracts, and shall temporarily block and unable the Cardholder further use of the Credit Card, including all additional Credit cards, until such time that the Cardholder secures sufficient funds for full settlement of all due receivables of the Bank.

- Collaterals

The Bank decides about any of the following collaterals in each individual case, based on its business decision, by estimate of Cardholder creditworthiness:

- Administrative Ban;
- Bills of exchange and bill authorization;
- Personal indemnity.

In case of deterioration of the Cardholder creditworthiness during the validity of the contractual relation, based on the review of database on the Cardholder indebtedness, the Bank shall be entitled to require the Cardholder to provide additional collateral. Furthermore, if during the use of Credit Card, some of the contractual and provided collateral become inadequate or insufficient or may not be enforced, the Bank may require other complementary collaterals to the satisfaction of the Bank.

During the contractual relation, the Cardholder may submit to the Bank a request for collateral replacement, and the Bank in line with its credit criteria shall proceed to analysis of offered collaterals and render a decision on acceptance or refusal of offered collateral.

In order to collect all due and outstanding receivables arising or in connection with individual contracts, the Bank shall use collaterals set forth in individual contracts.

In case that the Cardholder account lacks funds for the coverage of due debit related to payment by Credit Card, the Bank is authorized and is

entitled to proceed to the debiting of any other account of the Cardholder opened or serviced at the Bank.

In case that any receivable which may arise from or in relation to the Framework Agreement is not collected by the Bank through contractual collaterals, the Bank shall be entitled to collect its due and outstanding receivables by any other legally permitted means, including opening court procedure.

The Cardholder consents that business and accounting records and other documents of the Bank shall serve as proof of Cardholder debt.

- Claims

The Cardholder shall submit in writing to the Bank all claims related with Transactions with Credit Cards within 120 (onehundredandtwenty) days from the Transaction at the latest, whereas the Bank shall notify the Cardholder of the status of his/her claims.

The claims related with legal and material deficiencies of the goods and/or services bought by Credit Card, are not and shall not be considered claim in the sense of these General Terms, and the Cardholder shall resolve them with the Merchant, without Bank involvement, being understood that in this case, the Cardholder shall be obliged to settle his obligations towards the Bank in accordance with the contract, irrespective and independently from the litigation with the Merchant.

XI MASTERATA

Masterata is a Mastercard revolving card, which the Bank issues to the Cardholder in line with the Masterata system rules, in all as set forth in the Framework Agreement.

The debt of the Cardholder arising from Masterata for the payments of goods and services (cashless payments) in amounts in excess of RSD 3,000.00 per individual Transaction, shall be automatically allocated to equal installments maturing each 30 (thirty) days from the date of Materata payment, with no interest charged, namely:

Transaction amount	Number of installments
3.000- 9.999,99 RSD	3
10.000- 14.999,99 RSD	4
15.000-19.999,99 RSD	5
over 20.000 RSD	6

The Bank calculates and charges to the Cardholder a one-off fee of 5% of the Transaction amount, for Transactions made by Masterata, and which is calculated at the time of division of the Transaction into installments and this fee is divided it the same number of installments as the Transaction, which mature for payment each month jointly with the installment. The Bank submits to the Cardholder Information on the performed Transaction in installments, the fee and the number of installment, in the form of report on installments and other obligations under the Masterata credit card in accordance with these General Terms, Chapter XIII Information on the Terms and Means of Communication between Cardholder and Bank.

On the date of each individual installment, the Bank shall debit the Account of the Cardholder for the amount of the installment, increased with the Bank fee set forth in the previous paragraph. If on the installment due date the Cardholder hasn't secured sufficient amount of funds necessary for the payment of installment increased with related fee, the Bank shall calculate to the Cardholder an interest to the due and outstanding liability, under a rate in accordance with the individual contract.

Cashless transactions amounting to less than RSD 3,000.00 per transaction as well as all cash Transactions made by Credit Card, increased with the Bank fee, with contractual related interest, shall be settled under terms described in Chapter X Information on the Use of Credit Card, subheaded Settlement of Debt under Realized Transactions by Credit Card under these General Terms.

In case of payment of goods and services by Masterata at points of sale of the Merchant where the Bank has not established a contractual relation regarding acceptance of Masterata, the debt of the Cardholder under the Transactions made may be allocated to monthly installments,

without charging contractual interest and fee, therewith the Merchant is entitled to define a maximum number of monthly installments for the purchase of merchandize and services at the Merchant by Masterata, all in line with the contract which the Bank concluded with the Merchant. The Cardholder has been acquainted and agrees that the Merchant is entitled to define the type of goods and service, which may be bought at its points of sale, with possible allocation of Transaction into installments, to determine the number of installments and the minimum amount of the Transaction for which purchase in installment benefit may be exercised. In case that the conditions have been met, the Cardholder may proceed with Masterata payment only under terms and conditions described in this paragraph. The Merchant is entitled to allow the purchase of goods and services in installments in the previously described way.

The Cardholder is obliged to immediately verify on the report of the performed Transaction (e.g. on the slip) whether it contains the number of installments agreed with the Merchant and in case of need, to require the Merchant to proceed to adjustment of the Transaction. Otherwise, the Transaction shall be calculated and charged in all as defined in this subheading.

The Bank publishes on its website the List of Merchants with whom the Bank has established a contractual relation regarding acceptance of Masterata, for the purpose of acquainting the Cardholder on the possibilities of using benefits offered by Masterata.

XII Information on protective and other measures related with Credit Card payment

The General Terms for Payment Services, subheading – Obligation of the Bank as provider of payment services regarding the payment instrument, the duty of the payment services Cardholder regarding the instrument of payment, the limitations of use of the payment instrument, the responsibility of the Cardholder for non-approved payment transactions, the request of the Cardholder for refund of amount or proper performance of payment transaction as per Chapter XVI Information on protective and other measures related with payment instrument, Chapter XVII Bank responsibility as provider of payment services regarding the performance of the payment transaction, Chapter XVII Responsibility of the Bank as provider of payment services with reference to performance of payment transactions and Chapter XVIII Responsibility of the Bank for non-performed or incorrectly performed payment transaction initiated by the payment beneficiary or payer, through payment receiver, shall fully by applied to Transactions performed by Credit Card.

- Procedure in case of Credit Card damage, theft or loss

The Cardholder is obliged to promptly inform the Bank of the destruction, damage, loss or theft and/or abuse of the Credit Card and shall be obliged to adequately safeguard his/her PIN code.

In case of damage or destruction of the Credit Card, the Cardholder shall be obliged to advise the Bank accordingly in writing, by filling an appropriate form, whereas in case of loss and/or theft of the Credit Card, the Cardholder shall be obliged to immediately, without delay, inform the Bank and require the Bank to block its further use, whereas the Bank is obliged to proceed accordingly.

Should the Bank not enable the Cardholder to report at any time the loss, theft or Transaction performed by unauthorized use of Credit Card, or data on the Credit Card, the Cardholder shall not bear any consequence of unauthorized use, unless the abuse of Credit Card has been made by the Cardholder.

In case of unauthorized use of Credit Card, i.e. data on the Credit Card, the Cardholder shall be obliged, immediately upon learning of this fact, or within 45 (forty five) days from debit date at the latest, to report to the Bank the Transaction made by unauthorized use of Credit Card or data from the Card, within 45 (forty five) days from the date of debit, in which case it may bear consequences of loss that are the result of use of up to RSD 3,000,00.

The Cardholder shall not bear consequences arising from Transactions performed by Credit Card after reporting to the Bank the loss, theft or unauthorized use of the Credit Card, i.e. data on the Credit Card, unless the Cardholder himself committed or took part in the abuse or acted with fraudulent intentions.

The Cardholder shall incur all losses related with each Transaction performed through abuse which he himself commits, and shall incur related losses due to his failure to fulfill obligations proceeding from prescribed conditions of issue and use of Credit Card under individual contracts and these General Terms.

Any Credit Card found after the reporting of disappearance may not be used and must be immediately returned to the Bank.

- **Safe use of the Credit Card**

The rules for safe use and keeping of the Credit Card by the Cardholder are the following:

- The Credit Card in case of loss/theft may be abused;
- An expired Credit Card should be destroyed but cutting through it;
- The Credit Card should not be given to third persons and must be handled in the same way bank notes;
- While signing the slip and/or entering the PIN or giving other form of consent for the performance of payment, the Cardholder is obliged to verify: the amount of the Transaction and whether the Credit Card has been returned to the Cardholder;
- The Cardholder is required not to allow the payment by Credit Card at the point of sale of the Merchant without the presence and supervision of the Cardholder;
- The Cardholder is obliged to remember the PIN and keep it separately from the Credit Card in a way that ensures that the Credit Card is not used without permission by third persons;
- The Cardholder shall not disclose the PIN to third persons;
- The Cardholder shall cooperate with the Merchant and/or authorization centre in case they require the Cardholder to additionally identify and confirm that he used the Credit Card;
- The Cardholder is aware that the payment by Credit Card in absence of the Cardholder (Internet sale etc.) substantially increases the risk of Credit Card abuse;
- In case of 3 (three) erroneous Credit Card PIN entries, for safety reasons, the Bank automatically blocks the Credit Card, in which case the Cardholder needs to contact the Bank in order to proceed to the unblocking of the Credit Card;
- The Cardholder is aware of all other cases of unsafe use of Credit Card, measures of protection from loss, theft, abuse and unauthorized use of the Credit Card.

By concluding an individual contract, the Cardholder accepts and engages to abide by all rules signed in this subheading.

- **Blockade of Credit Card use by the Bank**

Under the Law on Payment Services and General Terms for Payment Services, Chapter XVI Information on safety and other measures related to the payment instrument, the Bank may enable the Cardholder to use Credit Cards (blocking payment instrument) in case of justified reason related with the safety of the Credit Card, in case of doubt on the non-authorized use of Credit Card or its use for fraudulent purposes, or in case of higher risk that the Cardholder will not be able to fulfill his payment obligations, when the credit card use is related to Cardholder loan or account overdraft approval, as well as in cases set forth in Chapter IX Conditions of Funds Blockade by the Bank under these General Terms.

The Bank is obliged to inform the Cardholder or its intension to block the Credit Card and of the related reasons. Exceptionally, if the Bank is unable to inform the Cardholder prior to Credit Card blockade, the Bank shall be obliged to proceed accordingly immediately following the blockade.

The Bank is obliged to submit to the Cardholder the notice of intension to block or blockade of Credit Card in a way that has been agreed between the Bank and Cardholder, including sending notice by electronic email, SMS message or in another appropriate manner. Exceptionally, the Bank shall advise the Cardholder of its intended blockade i.e. blockade in case of the delivery of such notice is prohibited by law and if there are related justified security reasons.

The Bank shall again allow the use of the Credit Card or shall replace it with a new one upon disappearance of reasons for its blockade, about which the Cardholder shall be advised in a contractual manner.

XIII Information on the means and terms of communication between Cardholder and Bank

Communication between the Cardholder is maintained through communication channels which the Cardholder opted for, in accordance with the provisions of the General Terms for Payment Services, Chapter IV Information on the Terms and Means of communication between Cardholder and Bank.

The Bank is obliged, at least 2 (twice) a year to submit the Cardholder free of charge a notice of the balance of his/her debt under the Credit Card, in the contractual manner.

The Bank advises the Cardholder on the consumption by Credit Card on monthly basis by providing reports/statements of turnover of account and/or Report on turnover of credit card containing the balance of debt, in line with regulations, by contractual channels of communication under terms described in the previous paragraph. Exceptionally statements are issued at the request and at the expenses of the Cardholder.

XIV Early Repayment

The Cardholder is entitled, at any time during the validity of the Framework Agreement, to early partial or full repayment of funds spent by use of Credit Card, without additional expenses for the Cardholder. The Cardholder shall be entitled to resume regular use of the respective Credit Card in accordance with the provisions of the Framework Agreement.

XV Information on the Protection of the Cardholder

If the Bank fails to abide by the provisions of the Framework Agreement, applicable legislation and other business customs, in the area of providing services, pertaining to the issue and cession of Credit Cards, or applies unfair contractual clauses and exercises unfair business practice, the Cardholder shall be entitled to protect his/her rights and interests in accordance with the provisions of the law regulating the protection of users of financial services, pertaining to exercising the right to protection of rights and interest of the users of financial services, all in line with the General Terms for Payment Services, Chapter XXII Information on the protection of users of financial services.

For the purpose of performing its activity, the Bank processes certain personal data under terms and conditions prescribed by the General Terms for Providing Payment Services, Chapter XXIII - Confidentiality and Protection of Payment Services Data.

XVI Cession of Receivables

In case of cession of receivables of the Bank under the Framework Agreement related with use of the Credit Card, the Cardholder shall be entitled to all negotiated rights, as well as to the right to objection to a second bank which it had towards the first bank, and the Bank may not bring the Cardholder to a position that is less favorable than the position it might have had, had the receivable not been transferred and the Cardholder may not as the consequence of this be exposed to additional expenses. The Bank may cede only to one bank the receivables under the Framework Agreement related with the use of the Credit Card and shall be obliged to advise the Cardholder of such cession.

XVII Amendments and Supplements to Framework Agreement and right of cancellation

- **Amendments and supplements to Framework Agreement**
Amendments and supplements to the Framework Agreement are defined in the General Terms for Payment Services, Chapter XX Conditions for amendments and supplements to Framework Agreement and right to termination, subtitled Amendments and Supplements to Framework Agreement and General Terms at Bank proposal.

- **Termination of Framework Agreement**
The right to termination of Framework Agreement is regulated by the provisions of the General Terms for Payment Services, Chapter VI Terms of opening, maintenance and closure of payment accounts and Chapter XXI Terms of amendments and supplements to Framework Agreement and right to termination, subheading Right to termination of the Framework Agreement at Bank request, subheading - Right to termination of Framework Agreement at Cardholder request.

In case of termination of further use of Credit Card and termination of Framework Agreement, the Cardholder shall be obliged, by the expiry of period of notice at the latest, to secure coverage of all liabilities arising from the use of Credit Card, including from additional Credit Cards, accrued interest from the beginning of the current month until termination of Framework Agreement, as well as all expenses arising on the ground or in relation with the Framework Agreement prior to expiry of the period of notice.

For justified reasons (unauthorized use of Credit Card, major degradation of credit worthiness etc.), the Bank may deny the Cardholder the use of the Credit Card, being understood however that the Bank shall be entitled to immediately inform the Cardholder in writing about the reasons for the denial, except if the submission of these notifications are banned under other legislation, all in line with Chapter IX of the Conditions of the blockade of funds by the Bank under these General Terms and General Terms of Payment Services.

The Bank shall be entitled to unilateral termination of Framework Agreement and disallow further use of Credit Card (basic and additional) if any of the following case arises:

- The Cardholder doesn't pay any of its obligation towards the Bank under this Contract at due date;
- The Cardholder fails to fulfill any obligation under the Framework Agreement;
- In case of violation of the provisions of relevant laws and other regulations by the Cardholder, in particular when it is determined by the regulations and procedures governing the prevention of money laundering and terrorist financing, then in the case when the Cardholder's conduct is not in accordance with international sanctions against certain countries, as well as in the case of the Cardholder acting by it, is not in accordance with the international regulations and standards of the Banking group the Bank belongs to, which makes the banking group the Bank belongs to, subject to regulatory risk;
- In case it is determined that the Credit Card is approved on the basis of false, incorrect and falsified information which were important for the Bank decision on the issue of the Credit Card, and which have been established following the conclusion of the Framework Agreement;
- If the Cardholder or user of an additional Credit Card misuses the Credit Card or enables its misuse and unauthorized use;
- In case of closure of accounts necessary for the implementation of the Transaction by Credit Card for reasons foreseen by these contracts;
- If the Cardholder ceases to meet the creditworthiness conditions;
- If the Cardholder fails to fulfill the obligation towards the Bank upon its request for the delivery or establishment of an additional collateral within the deadline set by the Bank and
- In other cases foreseen under applicable legislation.

When the foregoing cases arise as in the previous paragraph, as well as cases foreseen under individual contracts, by submitting a written notice to the Cardholder on the termination of the Framework Agreement, the Bank may:

- On the date of termination of Framework Agreement, automatically declares due for collection the entire outstanding debt under use of Credit Card jointly with accrued interest, fees and other accessory receivables, regardless of the contractual percentage amount of the monthly repayment, in which case the Cardholder assumes the obligation to settle the entire respective receivables of the Bank, immediately upon receiving notification, or;
- Enable the Cardholder to repay the entire amount of the debt related to use of credit card on the date of termination of Framework Agreement, under terms and conditions and within deadlines agreed by individual contract and in line with General Terms – Chapter X, subheading Settlement of Debt under Implemented Credit Cards Transactions.

In case of termination of Framework Agreement, the Bank may at its own discretion and for the purpose of full settlement of its receivables under the Framework Agreement (such as capital amount, interest, fees, public duties if applicable, enforcement collection expenses and other expenses) enforce each and/or all provided collateral instruments.

The Bank shall be entitled to block further use of the Credit Card (basic and additional) as of the date of sending of the report to the Cardholder regarding the termination of the Framework Agreement, i.e. as of the date of receipt of termination notice by the Cardholder.

- Deactivation of Credit Card

The Cardholder is entitled to free deactivation of the Credit Card and, in case of submission of request for Credit Card deactivation by the Cardholder, under the Framework Agreement, the entire amount of used funds related to use of Credit Card with accrued fees and expenses shall be considered due. The Cardholder is obliged to settle the foregoing amount by the 10th of the following month, based on submitted calculation of the Bank.

- Right to collateral refund

The Cardholder i.e. or security provider is entitled, following full settlement of obligations of the Cardholder to the Bank under the Framework Agreement, to retrieve the outstanding portion of collateral given under the Framework Agreement, including collaterals inscribed into the appropriate register.

The Bank is obliged to advise in writing the Cardholder i.e. the security provider that the Cardholder has settled all obligations towards the Bank under the Framework Agreement within 30 (thirty) days from the date of settlement of these obligations, the notice of which contains data required by legislation.

The Bank shall proceed to refund of unenforced collaterals in case of termination of Framework Agreement, following expiry of period of notice under the General Terms for Payment Services, provided that all receivables of the Bank under the Framework Agreement have been settled and provided that no claim procedure related with the Transaction of the Cardholder related to Credit Card use has been opened.

In case that a claim procedure has been opened, the refund of unenforced collateral and closure of Account may be carried out, if this contractual relation is also terminated with the Bank, only following completion of claim procedure, in accordance with the cards system rules and the settlement of all receivables of the Bank under the use of the Credit Card (basic and complementary), whereas the claims procedure may last for up to 120 (one hundred and twenty) days from the date of filling the claim.

XVIII Transitory and Closing Provisions

The provisions of the General Terms take effect on the date of their adoption at the session of the Board of Directors held on June 13, 2019 and shall apply as of August 21, 2019. This 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 May 9, 2018 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

