

SPECIAL TERMS FOR THE USE OF ELECTRONIC BANKING SERVICE FOR LEGAL ENTITIES AND ENTREPRENEURS

1. Terms and definitions

Electronic Banking Service – means agglomeration of Bank services related to providing payment services using information and telecommunication technologies;

biznis e-banking – means a service enabling use of different sort of functionalities and banking services by electronic banking platform, including performance of payment transactions via internet;

biznis m-banking – means a service enabling use of different sort of functionalities and banking services by electronic banking platform, including performance of payment transactions via Smartphone;

Hal e-Bank – means a service allowing the use of banking services through electronic platform, including performance of payment transactions by means of telecommunication channels and the client's application installed on the User's server and/or via the internet;

SogeCash Web – means a service via electronic platform of Societe Generale Group that allows the use of banking services, including the performance of payment transactions via the internet;

Swift services – means service enabling the use of banking services, including performance of payment transactions via secured network established by the SWIFT organization;

Corporate Collection – means a service that enables the mutual collection of claims between multiple Users on the basis of previously given consents for mutual debits via the Bank's platform;

Vocalia – means a telephone banking service that enables access to information about products and services that the Users have active with the Bank, as well as filing requests for the execution of simple transfers;

Mobilija – means a service of SMS banking that enables Users to obtain information about the products and services that they have with the Bank through this channel, as well as notifications about executed payment transactions and the maturity of various obligations per individual products, which Users hold at the Bank;

User manual – means a document of the Bank containing explanation of the manner of work and use of a particular service as part of the Electronic Banking Service, which is available in Bank branches and on Bank website www.otpsrbija.rs;

User – means legal entity or/and entrepreneur who filed a request for use, is using or has used Electronic Banking Service on the basis of established contractual relation with the Bank relative to use of this service;

Authorized user – means an employee of the User whom the authorized party of the User delegates various authorizations regarding the use of the Electronic Banking Service by means of Appendix A – Determination of the user, account and right to a certain service as part of the Electronic Banking Service, which are related to the review of balance, turnover of accounts and payment cards of the User, review of the Excerpts or Statements on accounts, creation of payment orders, sending payment orders for execution and sale and purchase of foreign currencies;

Transaction – means payment transaction initiated by the User i.e. Authorized user aimed at transferring funds from current and/or other account of the User at the Bank via Electronic Banking Service;

Orders package – means multiple payment orders performed in the same way as though at issue is a single payment order for the performance of a single payment transaction;

Turnover – means a list of Transaction for a defined period of time;

Instrument for identification and authorization – means information and procedures for the identification of the User or Authorized user necessary for accessing the Electronic Banking Service and for the authorization of payment orders;

PIN (Personal Identification Number) – means a numerical password given to the User i.e. Authorized user by the Bank through a safe communication channel which is used as a means of identification, authorization and signing, in one or more channels of electronic banking;

Token or Smart Card – means security device or application on mobile device and/or another electronic device, used for logging in to electronic banking services and transaction authorization;

Payment Code – means one-off password created by the User i.e. Authorized user under terms defined in the user manual for a

particular service as part of the Electronic Banking Service which serves to authorize transactions;

Time Schedule – means a special act of the Bank which defines the time of receipt and the time of execution of payment orders, the conditions and manner of the execution of payment transactions, both domestic and international payment transactions, as well as the conditions for the execution of other payment services and it is available in Bank branches and on Bank website www.otpsrbija.rs;

Price List of fees – means a special act of the Bank defining all types, amounts, manner of calculation and collection of fees and expenses which the Bank charges to the Users for the performance of payment transactions and payment services and it is available in Bank branches and on Bank website www.otpsrbija.rs;

Request for a change of data – means a request for a change of data about the Users of the Electronic Banking Service for legal entities and/or entrepreneurs located in the Bank's branches and on the website of the Bank. The User is obliged to fill out the request in subject and to submit it to the Bank in case of changes to information on the User or the Authorized users and/or loss of the Instrument for identification and authorization;

Request for closing – means the User's request for closing the Electronic Banking Service for legal entities and/or entrepreneurs located in the Bank's branches. The User is obliged to fill-out the respective request and submit it to the Bank in a contractual manner in case it wishes to cancel one or more particular service as part of the Electronic Banking Service;

General Terms – means General Terms for the Provision of Payment Services to legal entities and entrepreneurs which regulate mutual rights and obligations of the Bank and the User in relation to the performance of payment services, in accordance with legislation regulating the area of payment services;

Framework Agreement – means Framework Agreement of payment services in accordance with the General Terms and legislation regulating the area of payment services;

Individual contract – means concrete contract on the opening and servicing of current account, as well as other payment accounts, irrespective of their title, which have been labelled payment accounts, in accordance with legislation regulating the area of payment services,

Specific contract – means concrete contracts on the use of a service as part of the Electronic Banking Service if the service is not included in the functionality of individual contract.

2. General provisions

Those Special Terms represent an integral part of the Framework Agreement and defines all conditions for the use: of particular service as part of the Electronic Banking Service, other payment service and product under the Bank offer, by using particular service as part of the Electronic Banking Service, rights and obligations of the User in the use of the Electronic Banking Service, as well as rights and obligations of the Bank regarding the Electronic Banking Service.

The provisions of these Special Terms shall apply to the terms, conditions and conclusion of Framework Agreement and everything that has not been regulated by the provisions of individual or provisions of specific contract. These Special Terms and General Terms apply in the part when this is not specifically defined under this individual or specific contract. The General Conditions shall apply to everything that is not regulated by these Special Terms. In case of conflict of the provisions of the concluded individual or specific contract and these Special Terms, the provisions of the individual or specific contract shall be applied primarily, followed by the provisions of these Special Terms, and in the end by the General Terms in the part that is not regulated by the above-mentioned documents, unless individual or specific contract itself specifies a different order of priority.

The Bank is entitled and has the possibility to proceed at any time with the adjustment or settlement of conditions, volume, content and terms of use of the Electronic Banking Service. The Bank is required to publicize on its website and to inform the User in an agreed way of all information regarding the change of conditions, volume, content and terms of use of electronic banking services.

3. The procedure of contracting Electronic Banking Services

The User has the possibility to contract the use of one or more services as part of the Electronic Banking Service by submitting a signed Request for the opening of an account/package and by signing

the individual contract or, upon concluding an individual contractual, conclude with the Bank a specific contract.

By concluding an individual and/or specific contract or conclusion of Framework Agreement, the User accepts the offered volume and content of the Electronic Banking Service.

The User manual for each service as part of the Electronic Banking Service include the description and manner of use of the specific service and is exclusively educational in character and it is available to the Users on the Bank website www.otpsrbija.rs and/or within a specific service, as well as in writing, upon explicit request of Users in Bank branches.

Upon activation of the service as part of the Electronic Banking Service, the User or Authorized user is obliged to proceed to initialization of the Instrument for identification and authorization by specific User manual.

During the contractual relation with the Bank, the User is entitled to change Authorized users of specific services as part of Electronic Banking Service, by submitting a new Appendix A – Selecting a user, account and right to certain service as part of electronic banking service designation of User, account and right to particular service as part of the Electronic Banking Service.

4. Extent and use of Electronic Banking Services

In establishing the contractual relation with the Bank regarding providing payment services, the User may opt for the following services as part of the Electronic Banking Service of the Bank, namely:

1. **biznis e-banking** service enables the User:
 - Insight into the balance and turnover per all of the accounts of the User, with the possibility to download the Turnover in various formats (pdf, xml, txt);
 - Generating the Excerpts or Statements on accounts for a defined period and their download in various formats (pdf,xml,txt,MT940);
 - Execution of the Transactions:
 - o Transfer of funds between the User's accounts,
 - o Execution of payment orders in domestic payment operations,
 - o Execution of payment orders in international payment operations
 - o Allocation of inflows in international payment operations,
 - o Purchase of foreign currency;
 - Execution of Transactions either through individual orders or through the import of the Packages of orders, with a possibility to create a list of payment users;
 - Creation of pay lists with possibility to reuse the once created pay list every month for the transfer of salaries to employees of the User;
 - Review of balance and turnover per payment card of the User: and review of other important information related to payment cards of the User;
 - Review the balance and turnover of the User's or Authorized user of the payment cards and view other relevant information related to the payment cards of the User.

The functionalities related to the execution of the Transaction, offered by the **biznis e-banking** the User or Authorized users can use only by creating a Payment code by way of the **biznis m-banking** service.

2. **biznis m-banking** enables the User:
 - To review of balance and turnover of all accounts of the User;
 - To review of balance and turnover by payment cards of the User;
 - Execution of payment orders in domestic payment operations.
3. **Hal e-Bank service** enables the User:
 - To review the balance and turnover per all of the User's accounts, with a possibility to download the Turnover in a Halcom format (txt);
 - Download of the Excerpts or Statements on accounts, in various formats (txt, MT940);
 - Execution of Transactions:
 - o Transfer of funds between the User's accounts,
 - o Execution of payment orders in domestic payment operations,

- o Execution of payment orders in international payment operations,
 - o Purchase and sale of foreign currency;
 - Execution of Transactions through individual payment orders or through Packages of orders, with a possibility to create a list of payment users;
 - Export of payment orders – once created, a list of payment orders can be repeatedly used for transfer on various grounds;
 - Creation, import, sending and receiving invoices in electronic form.
4. **SogeCash Web service** enables the User:
 - To review the balance and turnover per all of the User's accounts;
 - Download of statements and excerpts of account turnover in the format MT940;
 - Execution of Transactions:
 - o Transfer of funds between the User's accounts,
 - o Execution of payment orders in domestic payment operations,
 - o Execution of payment orders in international payment operations,
 - Execution of Transactions is enabled through individual payment orders or through packages of payment orders.
 5. **SWIFT** enable the User:
 - To send payment orders in the MT101 format via the SWIFT network;
 - To receive intra-daily statements in the MT942 format via the SWIFT network;
 - To receive statements in the MT940 format to the User's via the SWIFT network, e-mail of the User or via the Halcom platform.
 6. **Corporate Collection** enables the User the:
 - Sending of the list of Users registered for debits via protected communication channels (SFTP);
 - Receipt of orders for debiting registered Users;
 - Execution of orders to debit registered Users;
 - Reporting on the status of the execution of debit orders.
 7. **Mobilia** enables the User to receive:
 - Statement on account balances of the User and payment cards' balances;
 - Daily turnover report, incoming payments and outgoing payments;
 - Change of language in which the User wishes to receive SMS messages;
 - Report on the exchange rate of the dinar in relation to foreign currencies.
 8. **Vocalia** enables the User to:
 - Review of the balance on all accounts of the User;
 - Transfer of funds within own accounts;
 - Purchase and/or sale of foreign currency;
 - Obtaining information about the last 5 transactions;
 - Checking of the exchange rate list;
 - Download of the IBAN format of foreign currency accounts.

The User subscribed to one of the Electronic Banking Service shall download bank the Excerpts or Statements on accounts, in a manner determined in individual or specific contract, provided that such service supplies statements.

Exceptionally, in case of cancellation of the Electronic Banking Service for any reason, the Bank shall deliver the Excerpts or Statements on accounts, to the User's contracting mailing and/or e-mail address of the User.

Access to the Electronic Banking Services

The User accesses each of the individual services as part of the Electronic Banking Service in a manner provided for that purpose and through an appropriate channel, as follows:

1. **biznis e-banking** – by using an internet browser;
2. **biznis m-banking** – by using of application downloaded from publicly available location secured by the Bank;
3. **HAL e-Bank** – by installing the application on a PC work station, remote signing through an internet browser;
4. **SogeCash Web** – by using an internet browser;

5. **SWIFT** – by using the services of commercial banks for the download and sending of SWIFT messages;
6. **Corporate Collection** – by using a protocol for a secure data exchange (SFTP);
7. **Mobilija** – by sending an SMS message to a short number that the Bank has assigned for this service;
8. **Vocalia** – by calling the phone number that the Bank has assigned for this service.

Identification, authorization of the Transactions

When accessing each individual services as part of the Electronic Banking Service, the User identifies itself with an Instrument for identification and authorization, in a following way:

- **biznis e-banking** - identification through by Certificate and password received from the Bank or by the user name received from the Bank and Payment code created through the business m-banking with PIN confirmation, and the authorization of the Transaction Certificate or the Payment code from the business m-banking with confirmation PIN;
- **biznis m-banking** – identification through PIN code created by the User;
- **HAL e-Bank** - identification through a Smart card with a certificate and PIN code;
- **SogeCash Web** - identification by username and hardware token/PIN or Software token/PIN;
- **SWIFT** – authorization system defined SWIFT organization;
- **Corporate Collection** – method of applying private and public keys;
- **Mobilija** – through receiving a SMS message from a registered mobile telephone number of the User i.e. Authorized user;
- **Vocalia** – identification through PIN code.

The Transaction shall be considered authorized if it was carried out by the User or Authorized user, identified in any of the foregoing ways. The execution of all Transactions is performed in accordance with the Time Schedule.

5. Protection of personal data and confidential information

The Bank processes the personal data for the purpose of execution of its operations, in accordance and in the manner regulated by General Terms in Chapter XX Confidentiality and protection of information on payment services

6. Obligations and responsibilities of the User

The User is obliged to:

- Use the Instrument for identification and authorization in a way that protects his secrecy i.e. it may not write down, disclose or make available to third persons the username, password, PIN code and data generated by Token, and it accepts full responsibility for all obligations incurred by the use of Instrument for identification and authorization;
- Immediately and with no exception inform the Bank about the loss or an unauthorized use of the Instrument for identification and authorization;
- Enter accurate data while executing Transactions via particular service as part of the Electronic Banking Service and bear the risk of entering inaccurate and/or unnecessary information and misuse of The Electronic Banking Service in his own environment;
- Report the change of any information on the User and Authorized user necessary for the use of the Electronic Banking Service by filing a Request for a change of data;
- Take into account the reports and information received from the Bank and is obliged to review them, with the duty to notify the Bank of any discrepancy and/or disputes and/or detected errors.

7. Responsibilities of the Bank

Through the Electronic Banking Service, the Bank enables the User to freely dispose of his funds on all accounts of the User, up to the sum of available funds on these Accounts.

The Bank is not responsible:

- In case the execution of Transactions is rendered impossible due to the mistake of the User;
- In case for the unavailability of **biznis e-banking** services arising as a result of technical problems in the computer equipment of

the User, interruption or interference on telecommunication channels, power system failures or as a result of force majeure, In the case of possible misuse of an Instrument for identification and authorization by the User or third person, up to the moment when the User officially reports to the Bank its invalidity, cancellation, theft, loss or unauthorized use.

8. Fees

Fees for the use of the Electronic Banking Service and for the execution of the Transactions are charged to the User's account in contracted way and in accordance with the Price List of fees.

9. Blocking/unblocking of use and cancellation of particular service as part of the Electronic Banking Service

The User can, at any time, block the use of particular service as part of the Electronic Banking Service:

- By calling the telephone numbers 011 30 11 555 or 011 30 11 552,
- By contacting a Personal Banker,
- By filing a request in any branch of Bank,
- By sending an e-mail: privreda@otpsrbija.rs,

The Bank shall automatically block the access to the User to particular service as part of the Electronic Banking Service, if it enters an incorrect PIN code 5 (five) times while signing-in.

Except in the cases prescribed by the General Terms and/or individual or specific contract, the Bank shall, without the consent of the User, block the possibility of the Electronic Banking Service in part or in whole:

- It estimates that, for any reason, the security of the User's information and funds is compromised;
- The use of the Electronic Banking Service by the User, under the exclusive estimation of the Bank, represents a security threat or endangers the operations of the Bank;
- The User does not fulfil his obligations towards the Bank regularly, on any basis.

In these cases, the access to particular service as part of the Electronic Banking Service can be unblocked personally by the User in a Bank branch if, under the exclusive estimation of the Bank, there is no further threat.

The User has the right to cancel the use of one or all services as part of the Electronic Banking Service by submitting a signed Request for closing any branch of the Bank, whereby the day and time of the approval of such a Request for closing by the Bank is also considered to be the moment of cancelling the Electronic Banking Service.

All Transactions ordered by Electronic Banking Service with the value date set in the future, which are not cancelled until the moment of cancelling Electronic Banking Service, shall be executed. Cancellation of any service as part of the Electronic Banking Service i.e. a specific contract on the use of one of said services, does not automatically cancel the individual contract. The cancellation of a individual contract and the closing of an account or death of the User, automatically causes the cancellation of Electronic Banking Service.

The Bank may cancel Electronic Banking Service with or without notice period in cases defined by the General Terms, Chapter VI Terms of opening, maintaining and closing of payment accounts, Chapter XV Information on safety and other measures related to the payment instrument, subtitled Restrictions of use of the payment instrument, Chapter XVIII Terms of modifications and amendments of the Framework Agreement and the termination right, with the period of notice defined by General Terms, as well as in cases defined by an individual i.e. specific contract.

10. Submission of complaints

The User has the right to file a complaint about the functionality of particular service as part of the Electronic Banking Service i.e. the execution of Transactions through the use of one of the service that is part of the Electronic Banking Service in a way defined in the General Terms in Chapter XIX Information on the protection of users.

11. Final provisions

Provisions of these Special Terms shall come into force upon their adoption by the Executive Board on 04th June 2019 and shall be



applicable as of 21 August 2019. This consolidated version of the Special terms consists of integral text of the Special terms adopted at the session of the Executive Board held on the 29 August 2018, and these changes and supplementing Special Terms, and the business name of the Bank, was updated in this document in accordance with the Decision of the Executive Board dated 20 September 2019.

EXECUTIVE BOARD OF THE BANK