

## GENERAL TERMS AND CONDITIONS FOR PAYMENT SERVICES FOR PRIVATE INDIVIDUALS

### I. INTRODUCTORY PROVISIONS

OTP banka Srbija a.d. Novi Sad, as provider of payment service (hereinafter: the Bank), under these General Terms and Conditions for payment services for natural persons (hereinafter: General Terms and Conditions) regulates mutual rights and obligations of the Bank and payment service users – natural persons and natural persons performing payment services in accordance with the Law related to payment services (hereinafter the Law), as well as conditions for opening, maintaining and closing payment accounts, terms and conditions of performance of payment transactions, time of receipt and deadlines for execution of payment orders, charging and collection of fees for performed payment services of the Bank, notification, protection and other measures related to the performance of payment transactions, conditions for amendments, supplements and termination of the Framework Agreement, information on protection of payment service, supervision over application of the Law, as well as other issues relevant for payment service by the Bank.

General conditions for the provision of payment services jointly with:

- Pricelist of fees and expenses – Private Individuals and Private Individuals registered as agricultural households (hereinafter: Pricelist of fees),
  - Time Schedule - time of receipt and execution of payment orders (Private Individuals and Private Individuals registered as agricultural households) (hereinafter: Time plan);
  - Special conditions for the use of Direct Channels for natural persons (hereinafter: Special Conditions),
  - Payment account agreement,
- as well as special contracts for individual payment services if such contracts are concluded, regardless of their name, form the Framework Agreement on Payment Services, as a single entity within the meaning of the Law (hereinafter: the Framework Agreement).
- Special conditions for the use of Direct Channels for natural persons (hereinafter: Special Conditions),
  - Payment account contract,
- as well as special contracts for individual payment service which, if such contracts are concluded, irrespective of their name, form the Framework Agreement on Payment Services, as a single entity in terms of the Law (hereinafter: the Framework Agreement)

#### Basic Details about the Bank:

Corporate name: OTP banka Srbija a.d. Novi Sad  
Head office: Novi Sad, Trg Slobode 5  
Tax Identification Number (TIN): 100584604  
Official Registration Number (ORN): 08603537  
Account no at NBS: 908-32501-57  
Bank website: [www.otpbanka.rs](http://www.otpbanka.rs)  
SWIFT: OTPVRS22  
e-mail: [info@otpbanka.rs](mailto:info@otpbanka.rs)  
Mailing address: Nov Sad, Trg Slobode 7  
Tel: +381 (0) 21 421 077 and +381 (0) 11 30 11 555

Operating license issued by the National Bank of Yugoslavia by decision O. No. 415 on 05.05.1995. Supervision and control of the Bank's operations is performed by the National Bank of Serbia, Belgrade, Kralja Petra 12 and Nemanjina 17 (hereinafter: the NBS), in accordance with the legal regulations governing the operations of banks.

### II Meaning of Terms:

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

- 1) **User** means a natural person (resident and non-resident) or a natural person farmer - holder of a family farm in terms of regulations governing agriculture and rural development (resident), using or having used a payment service as a payer and / or payee or to the Bank addressed for the use of these services;
- 2) **Additional User** means one or more natural persons to whom the Bank issues an additional payment instrument at the request of the User;
- 3) **Payment transaction** means the payment, transfer or disbursement of funds initiated by the payer or the payee and performed regardless of the legal relationship between the payer and the payee;
- 4) **Reference code** is a code or other data assigned by the Bank for the purpose of identifying a payment transaction;  
Payment order means an instruction of the payer or payee to his payment service provider requesting the execution of a payment transaction;
- 5) **Payment order** means instructions of the payer or payee to their provider of payment services requiring the performance of payment transaction;
- 6) **Current account** means a payment account (transaction) that the Bank opens to the User on the basis of the Framework Agreement, independently or as part of a package, that is used for execution of payment transactions and for other purposes related to services provided by the Bank, therewith the Bank opens and maintains a current account for the Beneficiary separately for each currency in dinars (RSD) and in foreign currencies;
- 7) **Other payment account** means a payment account maintained by the Bank for one or more payment service users, which cannot be classified as current account and is used for the execution of payment transactions on the basis of the Framework Agreement;
- 8) **Package** means a set of Bank products and services consolidated into a single Bank product;
- 9) **Payment instrument** means any personalized means and / or series of procedures agreed between the User and the payment service provider, which the User uses for issuing a payment order;
- 10) **Card** means a debit payment card, both in physical and digital format, as a payment instrument that enables its holder to execute a payment transaction, either through receiving device or remotely, or that enables payment for goods and services at the merchant's point of sale or remotely, as well as withdrawal and payment of cash in domestic or foreign currency and use of other services at ATMs, in accordance with the provisions of Framework Agreement governing the issuance and use of payment cards. The Bank may issue a payment card to the User as a basic and / or additional card with the functionalities specified in the Framework Agreement and / or the agreement on the issuance and use of the card;
- 11) **Domestic payment card** means a card where in domestic payment transactions the processing, netting and settlement of transfer orders issued on the basis of its use are performed in the payment system in the Republic of Serbia;
- 12) **International payment card** means a card where in domestic payment transactions the processing, netting and settlement of transfer orders issued on the basis of its use are not performed in the Republic of Serbia;
- 13) **Card system** means a card organization for issuing and accepting payment cards (e.g. VISA International for VISA cards, Mastercard SA Europe for Mastercard cards and National Payment Card Center for DinaCard cards);

- 14) **PIN (Personal Identification Number)** means the personal security number that the User is obliged to keep secret in accordance with the Framework Agreement. 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;
- 15) **Personalized security elements of the Card** mean the elements of the Card required for payment of goods and services and for cash withdrawals, and include: Card number, date of validity of the Card, signature, PIN code, CVV code and other additional security elements to protect online payments;
- 16) **ATM** means an electro-mechanical device enabling cardholders to deposit and/or withdraw cash in domestic or foreign currencies, and/or to use other services in accordance with software and functionality of the ATM;
- 17) **POS terminal** means a device enabling the use of payment cards for the performance of payment transactions, therewith information on payment transactions are recorded electronically;
- 18) **CVV** means a three-digit identification code printed on the back of the Card, which is used to authenticate payments without the presence of the Card (online purchase, catalogue or telephone sale) jointly with other personalized security elements of the Card;
- 19) **3Dsecure** means additional protection when paying by Card on the Internet, whereby the User authenticates the transaction, i.e. gives consent for execution by entering a one-time password that the Bank provides via SMS or otherwise. For Visa cards this service is called Verified by Visa and for Mastercard it is called Mastercard Secure code;
- 20) **Payer** means a natural personal or legal entity who issues a payment order or gives consent for the execution of a payment transaction on the basis of a payment order issued by the payee, or in another way with a of payment instrument, and if there is no payment account - a natural person or legal entity issuing a payment order account;
- 21) **Payee** means a natural person or legal entity designated as receiver of payments subject to the payment transaction;
- 22) **Account statement** means a report on performed payment transactions of the User over certain intervals, which the Bank submits to the User in line with the Law and framework agreement and upon request of the User;
- 23) **Financial assets** means cash, money on the account and electronic money;
- 24) **Cash** means bank notes and coins;
- 25) **Working day** means the day or part of the day on which the payment service provider of the payer or payee operates, so as to enable the performance of the payment transaction. Business Day is defined by the Bank and is different for internal, external, paper and orders received electronically, whereas the received orders must be realized within the Business Day defined by the Time Schedule;
- 26) **Time schedule** means a special act of the Bank which defines the time of receipt and time of execution of payment orders, conditions and manner of execution of payment transactions, both for domestic and international payment transactions. The Time schedule is displayed in the Bank's branches and on the Bank's website;
- 27) **Pricelist of fees** means a special act of the Bank called Pricelist of fees and expenses – Private Individuals and Private Individuals registered as agricultural households, which defines all types and amounts of fees and costs charged by the Bank to the User for the provision of payment services. The Pricelist of fees is posted in the Bank's branches and on the Bank's website [www.otpbanka.rs](http://www.otpbanka.rs);
- 28) **Reference rate** means the rate on the basis of which the calculation is performed when exchanging currencies, which has been made available by the Bank as a payment service provider or which originates from a publicly available source;
- 29) **Key policy rate** means the rate on the basis of which interest is calculated and which is publicly available, and is determined independently of the unilateral will of the payment service provider and user who has concluded the Framework Agreement;
- 30) **Unique identification mark (JIO)** means a combination of letters, numbers and / or symbols assigned by a payment service provider to a payment service user and used in a payment transaction to identify beyond doubt the user and / or his payment account and / or his payment card. As per these General Terms and Conditions, the PIU represents the payment account number of the payer or payee, i.e. the payment card number of the User;
- 31) **IBAN** (international bank account number) means a series of alphanumeric characters that accurately identify the country, the Bank and the account number of the User in a bank anywhere in the world;
- 32) **Means of remote communication** means any means that may be used for direct advertising, submission of information during preliminary contractual stages, giving and/or receiving offers, negotiation and conclusion of contracts without required physical presence of the Bank and User;
- 33) **Durable data carrier** is any mean allowing the User to save data intended to him, to access and reproduce these data in an altered form over a period that suits the purpose of the saving;
- 34) **Domestic payment transaction** means a payment transaction under which the payer's provider of payment services and provider of payment services of the payee provide this service on the territory of the Republic of Serbia;
- 35) **International Payment Transaction** means a payment transaction in which one payment service provider provides this service in the territory of the Republic of Serbia and another in the territory of a third country, as well as a payment transaction in which the same payment service provider provides this service for one payment service user in the territory of the Republic of Serbia or another payment service user in the territory of a third country. Until the accession of the Republic of Serbia to the European Union, a domestic payment transaction between a resident and a non-resident or between non-residents executed in dinars is considered an international payment transaction. For the purposes of these General Terms and Conditions, an international payment transaction is also a domestic payment transaction executed in the currency of third countries;
- 36) **Transfer of credit** means a payment service wherein the payment payer initiates the performance of one or several payment transactions at its provider of payment services, either initiated on paper or electronically, including issuing a standing order;
- 37) **Standing order** means an instruction which the payer provides to its payment services provider at which it has opened an account for the performance of credit transfer in regular intervals or beforehand, at specific times, as well as instruction issued by the user of collection under collection for inflows coming from abroad
- 38) **Direct debit** means a payment service whereby the payee initiates a payment transaction for debiting the payer's payment account upon of the payer's consent, which may be one-off or repeated;
- 39) **Unauthorized payment transaction** means a payment transaction for which there is no consent of the User, given in the form and manner specified in the Framework Agreement;
- 40) **Direct channels for natural persons** mean means of remote communication that includes the following set of Bank services: Electronic banking services, Contact center services and SMS service, in accordance with the Special Conditions;
- 41) **RTGS system** (real-time calculation under gross principle) means a payment system for the transfer of funds in dinars and includes the processing and settlement of individual orders for the transfer of participants within the shortest possible time - up to the amount of

coverage on the account. In the RTGS NBS system, all transfer orders can be executed, in accordance with the decision of the NBS which regulates the minimum value of payment transactions that must be executed in the essential payment system;

- 42) **Clearing** means a payment system for the transfer of funds in dinars, where transfer orders are executed on a net basis, based on the transfer of credit whereby the participant initiates the transfer of funds, in his own name and own behalf, as well as for execution of payment transactions of its payment services users. Transfer orders in the Clearing NBS system are used to transfer credits in the individual amount prescribed under the operating rules of the clearing payment system of the NBS;
- 43) **IPS payment system** means a payment system which amount in dinars are used between participants in that system in order to perform instant transfers of credit;
- 44) **Instant transfer of a credit** means a domestic payment transaction in dinars performed by credit transfer which the payer may initiate at any time of the day during each day of the year, whereby the transfer of funds to the payee's payment account is performed in a manner and under terms as per the decision of the NBS which regulates the general rules for performing instant transfer of credits;
- 45) **Instant transfer order** means an order for electronic transfer in the IPS payment system, which has been prepared for the purpose of executing a payment order;
- 46) **Unauthorized account overdraft** means the amount of funds which the User uses beyond the contractual relation with the Bank;
- 47) **Account Overdraft** means a contractual amount of funds which the Bank puts at the disposal of the User in line with the contract that regulates account overdraft;
- 48) **List of representative services** means a list defined by the NBS of at least ten and up to twenty representative services related to the payment account for which payment service users pay fees, and offered by at least one payment service provider in the Republic of Serbia, containing determined terms for each individual service related to the payment account and the definition of each such service, and referring to the services that payment service users most often use in connection with the payment account, as well as the services that expose payment service users to the highest cost. The NBS regularly updates this list and publishes it on its website;
- 49) **Payment account with basic services** means a payment account for the performance of payment transactions in dinars under which the Bank provides payment services in accordance with the regulations governing payment services; for the purposes of these General Terms and Conditions, the term account is used in the wording and for the account with basic services as per Chapter VI of the Terms of opening, maintaining and closing payment accounts of these General Terms and Conditions;
- 50) **Merchant** means a legal entity, entrepreneur or natural person performing activity and which is designated as receiver of pecuniary assets subject to payment transaction initiated by the User by use of payment instrument at point of sale of the Merchant for the purpose of paying goods and/or services.
- 51) **Dormant Account** means an account on which there has been no funds during 6 straight months or an Account on which there has been no turnover - incoming or outgoing payment. Turnover of account means payment transactions involving booking of interest and commissions and other expenses of the Bank executed automatically.

### III General Provisions

It shall be considered that the User has concluded a Framework Agreement with the Bank by concluding a payment account / package agreement based on which a payment account is opened and serviced for the User, which is used for the execution of payment transactions.

For the avoidance of doubt, these General Terms and Conditions do not regulate the execution of one-time payment transactions as they are performed with no obligation to open a payment account at the Bank and are regulated by a special Act of the Bank - General Terms and Conditions for one-time payment transactions.

The Bank engages to perform payment service in line with the Framework Agreement and applicable legislation.

Unless explicitly otherwise agreed in writing, the Bank does not assume obligations and responsibilities, except those regulated by the Framework Agreement and applicable legislation.

In case of conflict between the provisions of the General Terms and Conditions and an individual contract on a payment account or other payment service concluded after the application of the General Terms and Conditions, the provisions of the individual contract followed by the provisions of these General Terms and Conditions shall apply. In the event of a conflict between the provisions of the General Terms and Conditions and an individual contract on a payment account or other payment service concluded before the application of the General Terms and Conditions, the provisions of these General Terms and Conditions shall prevail. Other general and special business conditions of the Bank are applied in the part that is not regulated by the foregoing documents.

If provisions of contracts signed before the application of the Law are contrary to the General Terms and Conditions i.e. to the provisions of the Law, these provisions shall not apply, and the provisions of these General Conditions, i.e. Law provisions shall apply to rights and obligations.

The Framework Agreement is concluded for an indefinite period of time, unless the Agreement itself states otherwise.

### IV Information on the Terms and Means of Communication between User and Bank

These General Conditions, the Pricelist of fees and Time Schedule are released to Users on the official website of the Bank and in Bank branches.

Communication between the User and the Bank may be done verbally and in writing (through information and advertising material available in the Bank's branches, on the Bank's website, by advertising through means of public information, by telephone, direct verbal and written communication, Direct Channels services for natural persons, e-mail and other electronic forms communication (e.g. Viber, etc.), including advertising in the media, as well as through other communication channels allowing identification of the User in accordance with the law).

All notifications and information related to the Framework Agreement shall be submitted by the Bank to the User in writing or on another durable medium, by one of the following communication channels:

- to e-mail address which the User submits to the Bank;
- by SMS message to mobile phone number which User provides to the User to the Bank;
- by fax to the telephone number provided by the User to the Bank;
- in electronic form of communication (via Viber, WhatsApp, etc.) using the mobile phone number which the User provides to the Bank;

- to the mailing address which the User provided to the Bank;
- through the Electronic Banking Service;
- by handing over at the Bank's branch.

The Bank is authorized to use all contact information which the User provided to the Bank when establishing a business relationship with the Bank, as well as subsequently during the business relationship with the Bank and agreed by the Bank as such (e.g. mobile phone number, e-mail address, mailing address etc.). By rule, contact information are submitted on a document prescribed by the Bank for the purpose of registering data on the User in the Bank's system. However, the Bank may, based on a reasonable estimate, accept another document containing the User's contact data. The agreed communication channel is any channel through which one can communicate with the User by using the provided contact data. The agreed communication channel is also considered to be communication via the Electronic Banking Service for all Users using this service.

The User may communicate with the Bank by submitting letters to registered address of the Bank's head office or registered e-banking address of the Bank's, in accordance with the Framework Agreement, as well as directly in the Bank's branches.

All information or document, which the Bank addressed to the Client shall be considered received by the Client:

- a) if uploaded on the service platform within the Electronic Banking Service - on the day of installation;
- b) if sent by e-mail - on the day of sending the e-mail, which is proven by a printed computer certificate;
- c) if sent by courier service - after the expiration of the usual time necessary for courier delivery, which is proved by the confirmation of the courier service;
- d) if sent by post - within standard time necessary for the delivery of the shipment, including sending the shipment to a third party authorized to receive correspondence on behalf of the User, in accordance with an explicit written statement submitted by the User to the Bank;
- e) if sent by SMS - on the day of sending the SMS;
- f) if sent in electronic form of communication (via Viber, WhatsApp, etc.) - on the day of sending the message.

The Bank is entitled to submit information to the User via SMS to the mobile phone number which the User provided to the Bank, if technically feasible to send such information in this manner. If not, the Bank may notify the User by SMS to take over such information at the Bank's branch.

The Bank is not obliged to send written correspondence to home/residence addresses abroad, nor SMS messages to the Mobile Phone numbers of the User abroad, but only in the Republic of Serbia.

Any written correspondence between the User and the Bank made in person shall be considered received by the Bank only after the User's copy of the document has been certified by the Bank's receipt of delivery or upon written confirmation of receipt issued by the Branch where the current account of the User is opened.

In accordance with the nature and content of the notice or document delivered to the User, unless explicitly agreed otherwise for a particular document, the Bank determines in each specific case the manner in which it will deliver them to the User, in the following order:

1. Delivery through the Direct Channels service, in accordance with the technical capabilities of the Bank,
2. Delivery by e-mail,
3. SMS message,

4. In electronic form (via Viber, WhatsApp, etc.),
5. by shipment with or without acknowledgment of receipt;
6. by other communication channels.

Notifications/document may also be submitted to the User by means of statement of account (jointly with the statement or separately).

The Bank may also carry out deliveries to the User via third persons with whom it has concluded a service contract in the name and on behalf of the Bank.

The Bank may issue documentation to the User (e.g. various notices sent by the Bank to Users, Account Statements, Reports, etc.) without Bank stamp and signature, indicating on the document that it is valid without the stamp and signature of authorized persons of the Bank.

The Framework Agreement, as well as the communication for the sharing information and notifications between the Bank and the User shall be performed exclusively in the Serbian language. Exceptionally, in the case of non-resident Clients, it may be agreed that the Framework Agreement or an individual document constituting the Framework Agreement shall be concluded in English and Serbian (bilingual), whereas communication itself related to rights and obligations under the agreement and sharing of information and / or notifications will be made in Serbian. In case of discrepancies between the Serbian and English versions, the Serbian version shall prevail.

If the User submits documentation to the Bank in a foreign language, he is obliged to provide and submit to the Bank a certified translation of the said documents by an authorized court translator for the respective language. If the User does not provide the above, the Bank may, at its own discretion:

- not fulfill its obligation toward the User;
- invite the User to submit a document in a certified translation into Serbian by a certified court translator within a certain reasonable time;
- provide the specified document for translation at the expense of the User.

If it is a foreign document in addition to the translation by a certified court interpreter, depending on the type and content of the document, in accordance with positive regulations, the Bank may request an "Apostille" certificate or other certificate of legalization of the document, depending on the country of origin.

The User is entitled to require the Bank to provide him/her with a copy of the Framework Agreement during the contractual relationship, and at his request, on paper or other durable medium.

In case of an unauthorized overdraw of funds in the amount of more than RSD 1,000.00 (Significant unauthorized overdraft) over a period of more than one month, the Bank shall immediately notify the User in writing or on another durable medium, in accordance with the provisions of the law governing the protection of users of financial services: on the amount of the overdraw, on the interest rate that will be applied to that amount, as well as on other possible fees, costs and contractual penalties.

The User is obliged to immediately inform the Bank in writing about changes of personal data, data of representatives, i.e. persons authorized to dispose of funds on the account, any change of contact details (home address, e-mail, mobile phone number, fax number) and other data related to accounts. Otherwise, the Bank reserves the right to terminate the Framework Agreement.

The Bank notifies the User of performed individual payment transactions and the balance and changes on accounts, provided that there were any, by

Account Statement once a month by agreed communication channel chosen by the User when opening the Account or subsequently in another document accepted by the Bank, free of any charge.

Any additional notification or more frequent notification than stated under the previous paragraph, at the request of the User, shall be subject to payment of the appropriate fee in accordance with the Pricelist of fees.

Once the provider of payment services of the payee submits to the Bank a positive reply and accepts the instant transfer order based on the request for payment at the point of sale, the Bank shall submit to the User a notice to the User via the Electronic Banking Service containing at least the following information:

- 1) clear information that the request for payment has been executed;
- 2) a reference designation identifying the payment transaction at the point of sale;
- 3) the currency and the amount of the executed request for payment.

The User is obliged to meet and fulfill, at own expense, the minimum technical requirements for the use of the agreed communication channel with the Bank for the communication channel, which implies the use of electronic forms of communication (electronic mail, electronic banking, etc.). The Bank shall not be considered liable in case the User fails to fulfill the foregoing obligation to ensure technical conditions for the implementation of such an agreed communication channel.

If the User changes its home address and / or address for mailing address, as selected channel of communication with the Bank, and fails to notify the Bank of that change in the agreed manner, and if the Bank sends a written notice to that address, and even after 2 (two) attempts the Bank is unable to submit the notice to the User at the last known address, it shall be considered that the day of receipt of the Bank's notice by the User is the day when PTT or another legal entity specializes in delivery of registered items first confirms the attempted delivery of such notice to the last such address which the User provided to the Bank.

The Bank shall not be considered nor be held liable for any damage inflicted to the User or a third party due to the fact that the User has not received information, i.e. a document or letter sent to the User by the Bank through the agreed communication channel, i.e. to the last address which the User provided to the Bank.

The Bank's obligation to report to the User also ceases if it has been established beyond doubt that the telephone numbers and / or e-mail addresses submitted to the Bank in the agreed manner do not belong to the User or are incorrect.

## V Types of payment services and conditions of use

Payment services which the Bank provides to Users include:

1. Services enabling incoming or outgoing payments of cash to / from the payment account, as well as all services necessary for opening, maintaining and closing that account;
2. Services involving the following transfer of funds to and from the payment account:
  - a) transfer of credit,
  - b) direct debit, including one-time direct debit,
  - c) using a payment card or similar means;
3. execution payment transaction whereby funds are secured by a loan granted to the User, as follows:
  - a) transfer of credit,
  - b) direct debit, including one-time direct debit,
  - c) using a payment card or similar means;

4. services of issuing and / or accepting payment instruments, on the basis of which the Bank enables the payee to execute payment transactions initiated by the payer using a specific payment instrument;

5. remittance execution services in which the Bank receives the payer's funds without opening a payment account for the payer or payee, solely for the purpose of making those funds available to the payee or for transferring those funds to the payee's payment service provider, which makes them available to the payee;

6. Execution of payment transactions between residents and non-residents in dinars and in the currency of third countries and payment transactions between residents in the currency of third countries;

7. Other services that may be regulated by a special contract on payment service and / or by annex to the existing contract.

Payment services provided by the Bank to Users in accordance with these General Terms and Conditions involve domestic payment transactions executed in dinars, domestic payment transactions in the currency of third countries, as well as international payment transactions, irrespective of the payment currency, in accordance with the law governing foreign exchange operations.

The Bank performs transfer orders in dinars in favor of the payee's account in another domestic bank, initiated by the Users, through Instant, RTGS, Clearing and other payment systems in the Republic of Serbia, in accordance with the rules of operation of these systems, Time Schedule and Pricelist of fees.

The Bank also offers and issues to the User to whom it provide a Card, which serves to initiate a domestic payment transaction at the Merchant's point of sale, a request for payment at the point of sale, which payment instrument enables the User to issue requests for payment at the point of sale in the following ways:

- 1) by presenting details on the User via a standardized two-dimensional designation - QR code (QR - Quick Response) - presentation of the User;
- 2) by taking over the data on the merchant from the label under provision under 1) of this paragraph - presentation of the merchant.

The Bank may enable the User to issue requests for payment of bills for utility, public and similar services by presenting to the merchant.

## VI Conditions of opening, servicing and closing payment account

A payment account may be a current account, or another payment account (hereinafter: Account) used for the execution of payment transactions, as well as for other purposes related to payment services which the Bank provides to users.

The account referred to in the previous paragraph, which the Bank opens for the farmer, independently or within a package, shall be kept as a special-purpose current account of the farmer in the currency of RSD. On this Account, the User may receive payments based on loans, premiums, recourses, subsidies and other forms of incentives for agricultural production, payments from sale of agricultural products, or perform payment transactions related to the performance of agricultural activities. The user who opened his Account at the Bank is obliged, once a year, to submit a certificate of active status of the family farm household.

The User may have more than one Account at the Bank, as well as accounts in several commercial banks. At the Bank, the User may have a current account(s)

in dinars and currencies of third countries in which the Bank opens accounts, as well as other payment accounts in dinars and currencies of third countries in which the Bank opens accounts, for payment transactions in accordance with the Framework Agreement and applicable regulations.

The funds on the Accounts are maintained as transactional and at-sight funds and the Bank insures them with the Deposit Insurance Agency, if foreseen by the law governing deposit insurance, and they are subject to control by competent authorities on under tax and other obligations in accordance with regulations.

Before concluding the Framework Agreement with the Bank, the Bank shall submit to the User the information required by the Law as mandatory elements of the Framework Agreement in order to acquaint the User with the conditions of payment services provided by the Bank and to compare different offers of commercial banks. Decisions on establishing a contractual relationship with the Bank. The Bank is considered to have fulfilled its obligation to provide this information by providing a copy of the draft Framework Agreement.

Regarding the payment service of opening the Account as initial one for establishing a business relationship and following Account opening, while executing payment transactions during the business relationship, the Bank is entitled to:

- based on the estimate of the competent services of the Bank and the decisions of its bodies, freely select the User with whom to enter into business relations by opening an account and / or performing any other payment service, which includes the right to refuse to conclude the Framework Agreement i.e. to provide the service to the Client, and thereby the Request for opening the Account, without providing special explanation;
- require the User to provide data necessary for the execution of its prescribed obligations in the prevention of money laundering and terrorist financing. In the event that the User does not provide data that would enable the Bank to conduct analysis of the User and / or execute a specific payment transaction in accordance with regulations on prevention of money laundering and terrorist financing, the Bank will not establish a business relationship, or refuse to execute a specific payment transaction and/or on behalf of the User, i.e. the Bank shall be entitled to terminate the already established business relationship;
- does not open an Account if it determines that the User is on the official lists of embargoes and sanctions in accordance with local and / or international regulations related to prevention of money laundering and terrorist financing, and if opening an account of that User would cause a reputational risk to the Bank;
- without the consent of the User, blocks the possibility of using payment and other services and products related to the Account, in part or in full, for reasons determined by the regulation governing the prevention of money laundering and terrorist financing, or acting in accordance with international sanctions against certain countries, with the applicable regulations and rules of the banking group which the Bank belongs to, as well as in case the documentation for opening and maintaining an account is not complete and / or updated.

The power of attorney / authorization whereby the User authorizes the proxy to handle funds on the Account and take other actions related to the Account, is acceptable if no more than 6 (six) months have passed from the day of verification of the power of attorney / authorization and the day of its submission to the Bank. Exceptionally, at its discretion, the Bank may accept a previously validated power of attorney / authorization.

#### Opening and Maintenance of Payment Account

The Bank shall open an Account for the User on the basis of the Request once the User submits the documentation required as mandatory for opening an account with the Bank and once the Bank verifies the submitted documentation, by concluding the Framework Agreement in writing. The Framework Agreement regulates the conditions for opening, maintaining and closing the Account and providing payment services, in accordance with the valid inventories. When opening the Account, the Bank hands over the payment account agreement to the User, then one copy of these General Terms and Conditions and other documents that form the Framework Agreement. The User is also given a contract on another payment service if such a contract is concluded with the User.

The Bank opens and maintains foreign currency accounts in currencies, in accordance with the business decision of the Bank and applicable legislation, being understood that the Bank shall keep a separate foreign currency Account for each currency.

Exceptionally, the Bank may open payment accounts even without the related request of the User, if contractual legislation foresee it.

In line with the regulations regulating foreign exchange operations, A non-resident User is obliged to submit to the Bank, in case of exercising tax relief in accordance with the agreement on avoidance of double taxation, proof that he is the beneficial owner of income (owner of formal income) in the Republic of Serbia and to submit to the Bank, once a year, a certificate on the status of residence of the state with which the Republic of Serbia has concluded an agreement on avoidance of double taxation, in accordance with the tax regulations of the Republic of Serbia, on a form of the certificate of the Ministry of Finance of the Republic of Serbia.

#### Available Account Balance

The available balance on the Account is a positive balance, increased with the remaining amount of unused authorized overdraft (for the Account for which this has been approved) and decreased by the amount of reserved funds (payment card transactions and other provisions) (hereinafter: Available balance or Available resources). The Bank and the User enter into a special agreement on the authorized overdraft on the account if the User so wishes and if he meets the conditions for related approval.

The available balance on the Account can be disposed of by the User and Authorized Persons.

#### Authorization to Handle Funds on the Account

The User establishes a contractual relationship with the Bank regarding the Framework Agreement in person or through an authorized person.

The User in whose name the Account has been opened at the Bank, as holder of the Account, is the only person authorized to handle the Account and dispose with its funds. The User, who is legally able, may authorize a person / persons (hereinafter: the proxy) and a maximum of 4 (four) persons to dispose with funds on the Account, in accordance with the Framework Agreement and applicable regulations (hereinafter: Authorization of the proxy). The User may issue the Authorization of the proxy:

- In person, in the Bank premises, in the presence of the proxy;
- Based on power of attorney drafted and validated by a competent body in prescribed form, which the proxy may submit to the Bank, without the presence of the User;

The signature of the proxy and the Authorization to the proxy must be provided to the Bank. The User is obliged to inform the proxy about the conditions under which the Bank performs payment services in accordance with the provisions of the Framework Agreement, which these General Terms and Conditions are an integral part of.

Proxies authorized to dispose with funds on the account may not have greater rights than the holder of the Account.

If a lawyer has been appointed as a proxy, the Authorization of the proxy to dispose with funds on the Account must also contain the verification of the User's signature by the competent authority.

The User as the holder of the Account is liable to the Bank for any disposal of funds from the Account, for any payment made by the proxy, which does not exclude the liability of the proxy, whereas all prohibitions and restrictions that apply to the User also apply to the proxy.

The Bank reserves the right to refuse the Authorization of the Proxy if the Proxy does not submit appropriate personal and other data in accordance with applicable regulations, especially regulations related to the prevention of money laundering and terrorist financing in accordance with Chapter VI of the Conditions for opening, maintaining and closing payment accounts.

The Proxy is not allowed to transfer the Proxy Authorization for the Account to a third party, nor is he authorized to cancel the Framework Agreement and close the User's Account, unless the authorization explicitly states that he is authorized to do so. The enclosed signatures of the proxy for the disposal of funds on the Account are valid until written revocation. The Bank cannot and is not considered liable for the actions or omissions of the proxy in connection with the Account and the disposal of funds from the Account, both in relation to the Bank, to third parties, as well as to the User himself.

In case of revocation of the Authorization of the proxy by the User, the User is obliged to notify the proxy accordingly and to return to the Bank the Card and other assets for disposal of the Account provided to the proxy.

In case of change of data related to the User's and / or proxy's Account (e.g. due to marriage, change of residence or change of any other fact relevant to the User's and / or proxy's relationship with the Bank), the User is obliged to immediately inform the Bank:

- in writing, by post or by e-mail from the address provided to the Bank,
- upon arrival at the Bank and change of data on sight and, if necessary (if the surname has been changed), the signature should be enclosed again,
- all with submission and / or presentation of the appropriate ID. Exceptionally, changes to the User and / or proxy data, which do not refer to the personal data from the identification document (e.g. mailing address, e-mail address, mobile phone number, etc.) may be made without the delivery of a document proving such a change.

Changes to the User's and / or proxy data submitted to the Bank in the form of a written notice sent by the User by mail to the Bank will be legally binding on the Bank upon receipt and verification of the User's identity as sender (e.g. signature verification, etc.).

If the User does not submit data on changes that affect the handling of the Account and the provision of payment services, the Bank is not and cannot be held responsible if the User is not able to use payment services in the agreed manner.

Upon submission to the Bank of appropriate proof of the death of the User in whose name the Account is kept, or by providing reliable and verifiable

information on the death of the User in whose name the Account is maintained, the Authorization of the proxy and any other powers of attorney related to the Account shall be blocked for all further payment transactions. Until this moment, the Bank relies on valid authorizations and is not liable for damages that may be inflicted to third parties until then, due to the handling and disposal of funds on the User's Account by the proxy.

Upon receipt of the notice / information under the previous paragraph, the Bank will allow the management of the Account only on the basis of a final and enforceable decision of the competent court or other authority or a valid and binding decision on custody of the estate or other decision of a competent authority.

### **Legal Representation**

The Bank may open an Account for a minor (resident or non-resident as per the provisions of the law governing foreign exchange operations) on the basis of the Framework Agreement, concluded by his/her legal representative in the name and on behalf of that person and determines the identity of the legal representative.

### **Provision of payment services related to the payment account**

Services related to payment account involve all services related to the opening, maintenance and closing of a payment account, including services that enable cash payments to the payment account, services enabling cash payments from the payment account, services required for opening, keeping and closing that account, and credit transfer services, as well as overdraft service.

If services related to payment account opening and management are offered within a package jointly with another product or service unrelated to that payment account, the Bank shall inform the User about the possibility of opening a payment account separately from those products or services, as well as provide the User with separate information related to costs and fees associated with each of the other product and service offered in that package.

### **Ban of discrimination**

When opening an account, the User, who has a legal residence in the Republic of Serbia, is prohibited from any discrimination, direct or indirect, on any grounds, especially on the basis of race, gender, genetic characteristics, nationality, social origin, birth, religion, political or other beliefs, financial status, place of residence, culture, language, age, sexual orientation or disability.

### **Review of Fees and Services**

Within a reasonable period before concluding the Framework Agreement, together with the draft Framework Agreement, the Bank shall submit to the User free of charge a Review of Services and Fees, on paper or other durable medium, containing a list of services from the List of Representative Services fees for each such service, in appearance, form and content aligned with applicable regulations.

The Bank is obliged to ensure availability of the Overview of Services and Fees in the Bank's branches and on the Bank's website [www.otpbanka.rs](http://www.otpbanka.rs), being understood that the Bank is obliged, at User's request, to submit the Overview of Services and Fees to the User on paper or other durable medium.

### **Report on Collected Fees**

At least once a year, the Bank submits to the User free of charge, through the agreed communication channel, a Report on collected fees with expressions and definitions from the List of Representative Services. Notwithstanding the

above, in case of closing the Account, the Bank shall, within the agreed channel, immediately communicate to the User the report on collected fees related to that Account, for the period until the day of its closing, and not later than 30 days from closing date. If the calculation and collection of interest has been agreed, the Report on collected fees should also contain data on applied interest rates and the total amount of interest charged by the Bank in the reporting period for certain services related to the payment account.

The report on collected fees shall contain specifically the following information:

- 1) individual fee for each service and frequency of use of each service during the reporting period - and in case more services are included in the package of services, information on the fee charged for the whole package, how many times the package fee was charged in the reporting period and possible additional fee charged for a service that exceeds the scope covered by the package fee;
- 2) the total amount of all fees charged during the reporting period for each service, each package of services provided and services that exceed the scope covered by the package fee;
- 3) The interest rate on the authorized and / or unauthorized overdraft of the payment account, if the payment service provider provides this service during the reporting period, as well as the total amount of collected interest on the authorized and / or unauthorized overdraft in this period;
- 4) the amount of the deposit interest rate, if the payment service provider in the reporting period provided a service related to the payment account to which this rate applies, as well as the total amount of interest earned in that period;
- 5) The total amount of fees collected for all services related to the payment account provided during the reporting period.

The amounts of fees and interest in the report on collected fees are listed in dinars or in another currency agreed between the User and the Bank, in accordance with the regulations governing foreign exchange operations.

### Change of Payment Account

The Bank will enable the User who opens or has an open payment account with a new payment service provider (hereinafter: new payment account) to change the payment account in the same currency.

The change of the payment account is performed exclusively on the basis of the User's authorization which the User submits to the new payment service provider (hereinafter: Authorization), with or without closing the payment account opened with the Bank.

As the previous payment service provider, upon receipt of the request and the Authorization submitted by the new payment service provider to the Bank, the Bank, submits to the new payment service provider all information prescribed by law, including information on all or some standing orders, multiple direct debits and multiple credit transfer at which the User receives payments, transfers funds on the payment account to the new payment service provider (available positive balance), if the User has also requested by Authorization the transfer of these funds and execution of all other actions that the previous payment service provider is obliged to perform when changing the account in accordance with the law.

After performing all actions under the previous paragraph, the Bank will close the account which change has been requested, provided that the User in the Authorization has given consent to close the account at the Bank and that the User has no outstanding obligations on that account. If the conditions for closing the account referred to in this paragraph are not met, the Bank shall immediately notify the User accordingly.

In case the User opens a new payment account at the Bank, he/she shall be obliged to submit in writing the Authorization to the Bank as a new payment service provider, in the Serbian language, whereas the Bank shall provide the User with a specimen or copy as proof of receipt of the Authorization.

Upon receiving the Authorization, the Bank, as a new payment service provider, shall start taking actions that the new payment service provider is obliged to perform when changing accounts in accordance with the Law.

The Bank shall provide the new payment service provider and User, if the User explicitly requests so, free of charge information on existing standing orders and direct debits that the User holds with the Bank, as well as information on multiple incoming transfers and direct debits for which consent is given to the payee or the payee's payment service provider, which have been made on the User's payment account in the previous 13 (thirteen) months.

Information on obligations and responsibilities of the previous and new payment service provider in accordance with the Law, deadlines for implementation of all actions, fees charged in connection with the change of payment account, if any, all data that the User is obliged to submit to the Bank, possible out-of-court settlement of the disputed relationship in accordance with the law governing the protection of financial services users are available free of charge, on paper or other durable medium, in all branches of the Bank and on the Bank's website whereas, at the request of the User, the Bank shall provide this information to the User, free of charge.

The provisions under this item regulating the change of account shall apply accordingly to the change of the User's payment account at the Bank, i.e. to change of the payment account when the Bank is both a previous and a new payment service provider.

### Payment Account with Basic Services

At the request of the User with legal residence in the Republic of Serbia and who does not have an open payment account, the Bank shall open a Payment Account with basic services for execution of payment transactions in dinars and in connection with which the Bank provides the User the following payment services:

- 1) services necessary for opening, maintaining and closing that account;
- 2) services that enable the payment of cash to the payment account;
- 3) services that enable the payment of cash from the payment account in the Bank's branches or at ATMs and other similar devices;
- 4) execution of payment transaction services, ie. transfer of funds from the payment account, ie to the payment account, as follows: (1) by direct debit in terms of the provisions of regulations governing payment services, (2) using a payment card, (3) using the Electronic Banking Service in accordance with the Special Conditions, (4) by transferring credit, including a standing order, on appropriate devices, in the Bank's branches and by using the electronic Banking Service.

Conditions for opening, maintenance (use) and closure of Payment account with basic services must be non-discriminatory as per conditions set forth in the subheading, section Ban of Discrimination.

The Bank is obliged to open a Payment Account with basic services at the request of the User, by concluding the Framework Agreement, or to reject that request immediately and not later than within ten (10) business days from the day of receipt of a proper request. In case of rejection of the request, the Bank is obliged to provide to the User in writing and free of charge a notice of rejection unless prohibited by law, with information on out-of-court settlement with the opening of Payment Account with basic services, in

accordance with the law governing protection of Users of these General Terms and Conditions.

The Bank shall reject the request for opening a Payment Account with basic services if the User has already opened a Payment Account with basic services, i.e. a payment account that allows him to use the services provided within the Payment Account with basic services, unless the User gives the Bank a written statement and submits a notification to the other bank that the Payment Account with basic services with that other commercial bank will be terminated. The Bank previously checks whether the User has opened a Payment Account with basic services with another commercial bank or, if it does not perform this check, obtains a written statement from the User on whether he has opened a Payment Account with basic services with another commercial bank.

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

- perform an unlimited number of payment transactions,
- to submit a request for permitted overdraft on the Payment Account with basic services and use of a credit card, in accordance with the law governing the protection of users of financial services.

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

- is obliged to make information easily available to the User, free of charge, and to provide explanation regarding the characteristics of the Payment Account with basic services, conditions of using that account, as well as fees related to that account, and this information should contain a clear indication that contracting permitted overdraft and / or credit card and / or other additional services is not a condition for opening and using a Payment Account with basic services;
- charges the service related to using the Payment Account with basic services in accordance with the Pricelist of fees, i.e. applicable regulations governing this area;
- freely decides on the User's request for authorized overdraft of the Payment Account with basic services and use of credit card in accordance with its credit criteria and the law governing the protection of users of financial services, if the User submits a request to the Bank to use these services;

### Closing of Payment Accounts

The Bank closes the Account upon written request for account closure or based on the Framework Agreement.

The Bank shall transfer funds from the closed Account, to the account specified in the Request for Closing the Account and / or make cash payments to the User or the person specified in the Request for Closing the Account and close the Accounts of such User. If the Account is closed without a Request for termination of the account or in case of insufficiently clear instructions within the request, the Bank may transfer funds from the closed account to the Bank's account for unused funds where they will be available to the User and paid at his request.

Upon Account closure, i.e. expiry of Framework Agreement, the provision of all services related to the Account shall cease as well.

The Bank shall close the Account on the basis of the signed and submitted request to the Bank for closing the account, i.e. based of unilateral termination of the Framework Agreement by the User, free of charge, provided that:

- the User has no outstanding obligations towards the Bank under on the Account, including fees and costs related to account management, provision of payment services and execution of payment transactions through the Account,
- the User has reinstated all unrealized check forms and / or submitted a final court decision on depreciation of the check.

If the User has checks that have been issued and are not due for collection, he undertakes to provide the Bank with the funds necessary to settle obligations under such checks by the day of closing the Account, for all checks in total, in the maximum amount that the check. Otherwise, the Account shall be closed only after the realization of all issued checks to the User and the collection of all receivables of the Bank on those checks.

Exceptionally, the Account may also be closed by the proxy if he/she is authorized to do so by authorization, provided that all the previously stated conditions for closing the account have been met.

If the User has submitted a complaint on the execution of a payment transaction and / or other payment service related to the Account, the Bank will close the Account upon completion of complaint procedure, provided that all conditions for closing the Account prescribed by these General Terms and Conditions have been met.

The Bank closes the Account without the request of the User, as the owner of the account and on the basis of an executive court decision and due to the death of the owner of the account.

The Bank may unilaterally cancel or terminate the Framework Agreement without stating reason for termination and close the Account after the expiration of the 2 (two) month notice period.

The Bank may close the account in other cases in accordance with the law governing obligations and other laws, NBS decisions governing the conditions and manner of opening, maintaining and closing accounts of residents and non-residents with banks, and other regulations.

Exceptionally, the Bank may unilaterally terminate the Framework Agreement without notice and immediately close the Account, for any of the following reasons:

- if the Bank is unable to implement actions and measures to know and monitor the User in accordance with the provisions of the law governing the prevention of money laundering and terrorist financing because the User hasn't submitted to the Bank the documentation which may serve to determine or check data regarding:
  - a) Identity of User (full name, date of birth, resident and jmbg, legal representative or proxy, and type and no of id document, name of issuer, date and place of issue);
  - b) Identity of beneficial owner (full name, date and place of birth, residence or domicile);
  - c) the purpose and purpose of the business relationship or transaction and other data in accordance with the provisions of the law governing the prevention of money laundering and terrorist financing;
  - d) the origin of assets that are or will be the subject of a business relationship with the Bank;
- if the Bank during the contractual relationship determines that the User has provided the Bank with incorrect and / or falsified data and / or documentation under the previous item and / or other documentation important for the proper and legal provision of payment services;
- if it is determined that the User is on the official lists of embargoes and sanctions in accordance with local and international regulations;
- as well as in other cases determined by applicable regulations.

If the User has concluded several Framework Agreements with the Bank, the termination of one of these agreements does not entail the termination of the other Framework Agreements, unless otherwise expressly agreed or if prescribed by law. Termination of the contract on an individual payment

service does not result in automatic termination of the Framework Contract unless otherwise agreed or prescribed by law.

The Bank may not charge the User any fee for termination of the Framework Agreement, i.e. for closing the account. After the closing of the Account, the Bank issues free of charge to the User a certificate that the Account has been closed, together with the information that all obligations towards the Bank related to opening, maintaining and closing of the Account have been settled. The Bank immediately submits the confirmation to the User in writing, on paper or other durable medium, and the User may determine in which of the two mentioned ways the Bank shall be obliged to submit this certificate to the User.

## VII Payment card

As per the law governing the area of interbank fees and special business rules for payment transactions under payment cards (hereinafter: the Law on Interbank Fees), if the Bank issues a debit payment card to the User that can be used to initiate payment transactions from the current account, it shall be obliged to issue him a domestic payment card free of charge.

Pursuant to the Law on Interbank Fees, the Bank may issue an International Payment Card only upon special request of the User provided in writing, and only if the User has already been issued a Domestic Payment Card from the previous paragraph to initiate payment transactions from the same payment Account.

The Card is valid until the last day of the month and the year indicated on the Card and may not be used after its expiration. The User is obliged to sign the Card immediately after receiving it, at the place provided for signing.

The Bank bears the risk of delivering the Card and Personalized Security Elements to the Cardholder.

In the Request for opening a package / account for which the Bank issues the Card, the User may choose whether he/she wants to take over the Card at the branch or receive it by mail.

The Bank may hand over the PIN to the User in the branch or give the User instructions for generating the PIN via SMS.

Immediately upon receipt of the Card, the User is obliged to take all reasonable and appropriate measures to protect the Personalized security elements of the card.

The Bank is the owner of all the Cards it has issued and, at its request, each Card must be returned to it unconditionally. Cards and right of using the cards are under the name of the User and may not be transferred to a third party.

In case the User does not retrieve the Card within 6 (six) months from the date of making the Card, the Bank may destroy it.

The Bank issues a Debit Card to the User for the purpose of disposing with funds on the Account for which the issuance of the Card has been negotiated.

A debit card is a payment instrument for electronic execution of payment transactions in which each payment transaction immediately and individually debits the Account to which it is linked, after receiving the debit by the payment service provider.

At the request of the User, the Bank may issue additional cards to persons designated by him. The User may authorize a maximum of 4 (four) persons to use the Available Funds via additional cards.

In cases of issue of additional cards, the Bank may issue an International Payment Card to an authorized person only at the written request of the User and only if at the time of issuing the card that person has already been issued a Domestic payment card under the Bank's offer, for the purpose of initialing payment transactions from the same current account.

The authorized person whose name is imprinted on the additional card is the only person authorized to use it, which means that the additional card is not transferable and may not be given for use to a third party.

The User is responsible for the proper use of additional cards, which does not preclude the responsibility of an additional user.

The authorization to use additional cards is valid until revocation. The User may revoke the right to use the additional card by submitting a written request to the Bank, in which case the Bank will block the additional card.

The User or an authorized person accepts the additional card under the same conditions that apply to the User. All rules that apply to the User in terms of how to use the Card, giving consent to execute a payment transaction, report loss, theft or misuse of the Card, also apply to authorized persons.

The User shall be able to manage card limits using the service within the Electronic Banking Service. The User may submit a special written request at the Bank's branch to use the "no limit" option.

Maximum daily limits amount to:

- for Standard products: RSD 50,000.00 for cash withdrawals at ATMs and POS terminals, and RSD 200,000.00 for purchases,
- for Premium products: RSD 100,000.00 for cash withdrawals at ATMs and POS terminals, and RSD 400,000.00 for purchases.

Premium products, unlike standard products, are products that bear the label Platinum, Gold, Infinite, etc. in their name.

If funds are withdrawn at the Bank's ATMs, from the foreign currency account related to the debit card, the maximum daily limit is EUR 1,000.00.

The maximum daily limit for cash payments at ATMs is RSD 1,000,000.00 if the funds are paid into a dinar account linked to the Card. The maximum daily limit for cash payments at ATMs is EUR 9,000.00 if the User has an open foreign currency account linked to a debit card.

The fee for cash withdrawals at ATMs and POS terminals of other banks is prescribed in the Pricelist of fees.

The Bank is entitled to change the Card System with which it cooperates and / or change the Card Product within the same Card System during the validity of the Card and / or during the automatic reissuance of the Card. If the above case occurs, the Bank will, without additional costs, replace the Card used by the User and provide functionalities that correspond to the functionalities of the card to be replaced.

After the expiration date, the Bank may automatically issue new Cards. When reissuing the Card, the Bank may issue (reissue) an International Payment Card to the User only upon his written request and only if at the time of issuing that card the User has already been issued a Domestic Payment Card from the Bank's offer for the purpose of initiation of payment transactions from the same current account.

If it has been determined that the User does not meet the conditions for reissuance and / or that before the expiration of the Card in the period of 6 (six) months or more, no transactions were made with the Card and / or any of the

conditions for termination of the Framework Agreement have occurred, the Bank shall be entitled not to reissue Card.

The Bank may reissue the Card one or more times. If the User wishes to change the authorized persons, he/she shall be obliged to inform the Bank accordingly no later than 30 days before the Card expiry date.

The User informs the Bank of damage to the Card by going to the Bank's branch. In the event of damage to the Card or change of the User's personal data imprinted on the Card, the Bank shall replace the damaged Card.

The debit card may be used up to the amount of Available Funds on the Accounts related to the Card, within the limits of spending defined by these General Terms and Conditions.

In the event that the Available Funds are exceeded for any reason, the exceeded amount will immediately be charged.

The Bank shall debit the Account individually for each executed payment transaction resulting from the use of a debit card together with all related costs and fees, in accordance with the Pricelist of fees.

Fees, commissions and costs charged by the Bank for services provided under the Framework Agreement in connection with the use of the Card are determined and calculated in accordance with the Pricelist of fees and are automatically charged from the Account.

Payment transactions with the Card in the currency of RSD, as well as fees, commissions and costs related to these payment transactions, are recorded in the currency of RSD. Payment transactions with the Card in a currency other than RSD, as well as fees, commissions and costs related to these payment transactions, are recorded in EUR, irrespective of the currency in which the payment transaction was made.

If the payment transaction with Card was made in the original currency which differs from the EUR and RSD currencies, the conversion into the EUR currency is performed by the Card System at the official exchange rate applied by the Card System which is available on the official Card System website. The Bank has no influence on the formation of this exchange rate. If the conversion is performed upon fee payment, such fee is determined by the Pricelist of fees.

The Visa International Card System course is publicly available on the WEB address: <https://www.visaeurope.com/making-payments/exchange-rates>. The Mastercard SA Europe Card System course is publicly available at the WEB address <https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html>

The Account in the currency of that payment transaction is debited for the amount of the payment transaction with the Card, as well as for fees, commissions and costs. The transaction currency is the currency in which the transaction has been recorded (RSD currency or EUR currency).

If the currency of the payment transaction is by EUR Card, the funds on the Account in EUR are debited for the amount of that payment transaction, as well as for fees, commissions and costs related to these transactions. If the Card is not linked to an EUR Account or in case of lack of funds in that Account to cover these amounts, the total amount of the transaction or the difference that is not charged from the Account in EUR shall be debited from the Account in RSD. For conversion from EUR to RSD, the Bank's foreign exchange rate on the day of the transaction shall apply.

If the currency of the payment transaction is the RSD Card, the funds on the Account in the currency of RSD shall be debited for the amount of that payment transaction as well as for fees, commissions and costs related to these transactions. In case of lack of funds on the Invoice in RSD to cover these

amounts, and an account in EUR is linked to the Card, for the total amount or for the difference that is not charged from the Invoice in RSD, funds on the Account in EUR shall be debited. For conversion from RSD to EUR, the Bank's foreign exchange rate on the date of the transaction is applied.

For other fees charged by the Bank under the Framework Agreement in connection with the use of the Card, funds are debited on the Account in the currency of RSD. In case of lack of funds on the Account in the currency of RSD to cover these fees, the funds on the Account in the currency of EUR are debited. For conversion from RSD to EUR, the Bank applies its foreign exchange purchase rate on the due date of the fee.

The Bank is entitled to charge any due obligation under the Framework Agreement related to use of Card from funds on any account of the User held at the Bank.

For reasons of security and depending on security estimate, the bank may introduce spending limits on a daily and / or weekly and/or monthly level, limits by number of transactions, spending limits for transactions without card presence, etc. about which it informs the User through the agreed communication channel.

The Bank is not responsible in case the merchant as a provider of goods and services does not want to accept the Bank's Card and / or if due to incorrect use of POS terminals or technical problems, the payment transaction cannot be performed at the request of the User.

The Bank may issue the Card in physical and / or digital format. The User may transfer, activate and use the Card in physical format and in digital format, depending on the functionality of the Card itself, within services that are part of the Electronic Banking Service, and in other applications that provide this option, in accordance with regulations. Depending on the functionality of the Card itself, the User may activate and use the Card in digital format in other applications that provide this option.

In accordance with the rules of the Card Systems, if the User has registered the Card as one of the digital payment services (e.g. telecommunications operators, cable television operators, Netflix, HBO, as well as similar types of subscriptions), in case of loss and / or replacement of such Card, the Bank updates the Card data in these services. The User is obliged to unsubscribe himself from any digital payment service he has used.

## VIII Electronic Banking Service

The User may negotiate E-Banking Service with the Bank as set of the Bank's services that enable the User to contract banking services, remote applying and usage or change of conditions of use of products from the Bank's offer, insight into balance and transactions and initiating payment transactions in payment operations, as well as other types of services according to functionality and design solution of the Bank, in accordance with Special Conditions.

The User's Guide is available to the User on the Bank's website, as well as in printed form in the Bank's branches at the explicit request of the User.

Upon agreement on the service, the User accepts the offered volume and content of e-banking service.

Depending on technical possibilities and developments, the Bank may change the existing and introduce new functionalities within the Electronic Banking Service, as well as change and improve them, and inform the User about these changes and novelties by Direct Channels, on the Bank's website or in another convenient way. By using any functionality, the User confirms compliance with the terms of use, and is responsible for complying with the user instructions.

The Bank shall not be liable in case of inability of the User to use services within the e-banking Service, due to disruption in telecommunication channels or other circumstances outside the Bank control.

## IX ATMs

In accordance with the software capabilities and functionalities of the ATM, at ATMs, the User may use the payment card to perform the following payment transactions: payment and / or withdrawal of cash in domestic and foreign currency, and / or use of other banking services, both on ATMs of the Bank and ATMs of other commercial banks if such functionality exists.

All payments transactions at ATMs shall be made by combined use of payment card and entering PIN codes, which enables identification of User and serves as proof that the transaction order originates from the User and that the User has given his consent for the performance of the payment transaction.

Payment transactions at ATM via payment card are made from an account linked to the payment card, determined by the Bank as the issuer of the payment card. In addition to the account balance (in case of a debit card) or the remaining unused limit (in the case of a credit card), payment transactions via ATMs may also be limited by parameters / limits for cash withdrawals as determined by the Bank under the Framework Agreement governing opening and maintenance of account or contract on the issuance and use of the card, and / or technical capabilities of the ATM device and / or limits defined by the commercial bank – ATM owner.

Cash withdrawal with payment cards inland at the Bank's ATMs, as well as at from cash registers of other commercial banks in the country can be done in domestic and foreign currency if it is enabled at a specific ATM. the Bank charges a fee to the User for withdrawal of cash with payment card inland at ATMs of other commercial banks, in accordance with the Pricelist of fees.

Cash withdrawal with payment cards abroad is performed in the currency provided by the commercial bank that owns the ATM in accordance with the domicile regulations, whereas the Bank charges fees in accordance with the Pricelist of fees.

At any time and without the consent of the User, the Bank is entitled to suspend or cancel the possibility of performing payment transactions at an ATM if there are justified reasons related to the security of the payment card as in other cases in accordance with applicable regulations. The Bank is obliged to inform the User about the intention to block account before the blockade, and if it is not able to inform the User before the blockade, the Bank is obliged to do so immediately after the blockade, in both cases through the agreed communication channel with the Bank. Exceptionally, the Bank shall not notify the User if the provision of such notice is prohibited by regulations or if there are related justified security reasons.

The Bank on its own makes a decision on setting up or on temporary or permanent closure of one or more ATMs, without prior notice or notification to Users (eg due to malfunction, maintenance, failure, security reasons or decision to cancel a specific ATMs location). The Bank is not and cannot be held liable for any damage or any loss that the User may suffer as a result of the foregoing decision of the Bank.

All payment transactions as well as performance of other banking services on the ATM are subject to video surveillance set up by the Bank.

## XI Standing Order

The User may negotiate executing a standing order with the Bank, authorizing the Bank to make regular and / or occasional payments to the debit of the

Account by payment transaction, i.e. through payment transactions in favor of a payee, according to the conditions defined by the Bank and the User (account of payee, payment amount, duration, payment dynamics). The Bank will execute a standing order in accordance with the conditions agreed with the User. The Bank performs a standing order only if the Account contains sufficient funds to cover the entire defined amount of payment increased by the amount of the fee according to the Pricelist of fees. All payment transactions that are part of a series of payment transactions based on an agreed standing order are considered approved.

The standing order is contracted by submitting the Standing Order Form to the Bank and by entering all relevant elements / data related to the payment transactions executed by, or otherwise agreed with the Bank. The standing order ceases to be valid in the agreed manner and, above all on a defined day, by cancellation by the User, as well as by closing the User's Account to the debit of which the payment is made, in accordance with the Framework Agreement.

The User may issue to the Bank a standing order confirming in advance future inflows from abroad that will be realized according to a certain basis code and / or payment instruments code, in order to enable automatic booking to Account of inflows from abroad of small value - up to EUR 1,000.00, without prior notice.

The Bank is not liable for the accuracy of the code of the basis and / or payment instrument in case of issuing a standing order as per the previous paragraph.

Automatization of the process that enables negotiation of this form of standing order shall not affect activities implemented by the Bank regarding prevention of money laundering and terrorism funding.

## XI Direct Debiting

Direct debit is a payment service that enables the User to settle his /her obligations to the payee on the basis of the consent given to the Bank, the payee or the payee's service provider. In the case of direct debit, the payee, based on the consent of the User as the payer, initiates a payment transaction to debit the payer's account.

Direct debit can be single or multiple, with fixed or variable amounts. The Bank will perform direct debit in accordance with the terms and instructions provided by the payee. All payment transactions that are part of a series of payment transactions initiated by the payee on the basis of direct debit are considered approved.

## XII General Terms and Conditions of Payment Transaction Performance

### Types of Payment Orders

Payment transactions through current and other payment accounts for payment operations are executed using appropriate payment orders which represent instructions of the payer or payee requesting the execution of the payment transaction. The NBS prescribes the form, content and manner of using the form of payment orders for the execution of domestic payment transactions in dinars through a current account. The payment order submitted by the account holder to the Bank must be completed in accordance with the regulations and standards applicable in the payment system, namely: the payment order, disbursement order and the transfer order.

The User is obliged to issue payment orders in paper form on form with dimensions determined by the regulations governing payment orders, unless due to own needs, he/she agrees with the Bank on different dimensions of the

payment order form. The User is obliged to submit payment orders in paper form in the manner determined by the Bank.

Forms of payment orders for payment, disbursement and transfer are issued on paper and may be executed even if lacking some of the foregoing elements, provided that the Bank determines that the elements specified in the payment order are sufficient for its execution.

The electronic payment order is executed in line with Special Terms and Conditions.

The user issues payment orders for international payment transactions in Serbian or English in paper form, whereby the data must be filled in on a computer or other device that enables the printing of such data.

In order to perform international payment transactions, the User issues payment orders and submits documentation in accordance with the regulations governing the conditions and manner of performing international payment transactions.

International payment transactions are performed with payment instruments used in international payment operations, with the application of international rules and standards in the field of banking, as well as by orders, in accordance with regulations governing the terms and conditions of performing international payment operations.

The Bank performs a payment transaction initiated by order only if the User has ensured sufficient funds on the account for the execution of payments, which includes the Bank's fee which is calculated and charged in accordance with the Pricelist of fees.

#### **User consent for performance of payment transaction**

The Bank executes payment transactions only if the payer has given his/her consent for its execution.

The User gives consent for the execution of the payment transaction:

- By signing a paper payment order, and, in the case of cash payment by signing the payment order and handing over the amount of cash required for the execution of the payment order,
- Electronically - in a manner defined by the contract for these services and / or the Special Conditions,
- by biometric dynamic signature - signing a payment order on an electronic device provided by the Bank,
- by Payment card, namely:
  - a) By entering PIN or enclosing signature
  - b) By providing / entering Personalized security elements of the card (e.g. card number, CVV no and other) for payment transactions without presence of the Card;
  - c) By presenting or proceeding with use of Card at the point of sale where payment is made without entering PIN or enclosing signature, including contactless payment, toll pay payments etc. (e.g. on devices used for payment transaction by pressing or sweeping Cards - reading out magnetic stripe) up to transaction amount foreseen by Card System and the Bank;
  - d) by entering password for 3D Secure authentication.

If consent for transaction performance by Card needs to be provided by signature, the User is obliged to enclose signature a transaction slip at the point of sale that is identical to the signature on the Card, and to retain a copy of the confirmation.

The User is obliged to retain a printout of a copy of the slip from the ATM and the POS terminal and, in case of payment by internet, he shall be obliged to keep a copy and number of order and other supporting documentation.

The transaction is processed (the validity of the Card is checked, the Card is blocked, the account is covered, etc.) after giving consent for the execution of the transaction by the User and, depending on the results of processing, the transaction is either approved or declined.

The User at the point of sale, i.e. payment point, receives a notification about the failed / rejected transaction.

For payment transactions on the ATM, the electronic trail from the ATM serves as proof of performed payment transaction.

A payment transaction for the execution of which consent has been given in the foregoing manner is considered an authorized payment transaction, i.e. transaction approved by the User as a payer.

#### **Receipt of Payment Order**

The Bank accepts payment orders in accordance with the provisions of these General Terms and Conditions, the agreement on opening and maintaining accounts and / or the provisions of special agreements and the Special Terms of Use of certain payment services provided which the Bank provides in connection with Accounts. The bank determines the fulfillment of the conditions for the execution of the payment order at the time of its receipt. The payment order will be executed if these conditions are met, as well as if the Account at the time of execution of the payment order contains sufficient available funds for its execution.

In case of submission of data or payment order by the User via means of remote communication, the Bank shall not be liable for damages that may occur due to the chosen method of data delivery and / or payment order. The bank will receive a payment order if it is correctly filled in, legible and authorized in the agreed manner. The execution of the 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 if they are submitted within working hours of the Bank, defined as a Business Day by the valid Time Schedule which determines the time of receipt and execution time of payment orders. All orders received during the Bank's business day, but after the time of receipt of the payment order determined by the Time Schedule, are considered received on the next business day of the Bank. In the case of instant payment, it is considered that the Bank received the order for instant transfer of credit at the time when the Bank created the order for instant transfer in the IPS payment system.

If the User has specifically agreed with the Bank on the day of the beginning of the order execution (standing order), the time of receipt of the order will be considered the day of signing the standing order agreement, and the execution time shall be defined by the standing order itself.

By submitting a payment order to the Bank, the User as payer agrees with the debiting of his/her Account for the amount on the payment order, as well as by signing the standing order, ie order / form for direct debit for the payment of obligations (utilities, telecommunications services, etc.) and agrees with the limit - amount that represents his/her obligation to the payee.

For payment transactions initiated by Card, the time of receipt of the payment order is the time when the payment transaction with the Card, authorized by the User, arrives at the Bank for execution following clearing in the Card System and after debiting the Bank's clearing account.

If the User and the Bank determine that the execution of the payment order starts on a certain day or on the day at the end of a certain period or on the day when the payer makes funds available to his payment service provider - it shall be considered that the payment order was received on that day. If that day is not a business day of the Bank, it shall be considered that the payment order was received on the next business day.

### Execution of Payment Order

The Bank shall execute the received payment order provided that the following conditions have been met:

- the User has given consent for payment execution, in one of the ways defined by the General Terms and Conditions or the Framework Agreement,
- the payment order contains all information necessary for its execution, is legible and signed by the User for payment orders given in paper form,
- if the User has submitted to the Bank the appropriate documentation, if necessary for the execution of the payment transaction,
- if there is coverage on the account for payment of the entire amount under the payment order together with the Bank's fee which is calculated and charged in accordance with the Pricelist of fees or the User who pays cash to the Account, hands over cash to the Bank in the amount required for payment order, unless otherwise specified or agreed for a particular additional service.

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

The payment order for domestic payment transactions in the transfer of credits for which there is no coverage on the execution date shall be executed by the Bank upon providing coverage for its execution and no later than the second business day from the day of receipt of the order. Exceptionally, orders for execution of instant transfer credit for which there is no coverage on the date of execution and at the moment of receipt, will be declined.

For payment transactions by payment card, the debit date of the Account may differ from payment transaction date. The Bank shall debit the User's account to which the payment card is linked once it receives a debit order from the payee's service provider. Until the day of receipt of the debit order, the Bank shall provision funds on the User's account for the transaction credited by the payment card, as well as for fees, commissions and expenses. By provisioning funds, the Available Funds on Account will be reduced. The deadlines defined by the rules of card systems apply to the execution of transactions by payment card. In the case of payment transactions initiated by a payment card, possible litigation arising from the quality and delivery of goods and / or services, material defects of goods and / or services, shall be resolved between User and the Merchant at the point of sale or by written correspondence depending on the type of payment. The Bank is not liable for any damage caused to the User as a result of non-fulfillment of obligations by the merchant. The user is responsible situations involving use of payment card, which is accepted at the ATM, POS terminal, merchant's website or other way of accepting the conditions, depending on the type of payment.

If the payment order is initiated through a direct debit payment service, the Bank will execute the payment order only with the consent of the payer who can give it to the payee - his payment service provider or the payee's service provider.

If, according to special regulations, certain documents or special data are required for the execution of a payment order, the Bank shall execute the payment order if those documents or data have been provided.

For payment transactions in dinars, the shall make payments within the Available Funds on the Account in the currency of payment RSD (dinars), and

for payments in the currency of third countries, within the Available Funds on the Account in the currency / currencies defined by the User. If the User does not provide the Available Funds on the Account in the payment currency defined by him, the Bank is not obliged to make such payment.

### Debiting Account without Payment Order

The Bank shall debit the Account without a payment order in the following cases:

- in the procedure of execution, i.e. forced collection against the User, in accordance with legal regulations,
- for the collection of: due fees, commissions and other receivables arising from services provided by the Bank under the Framework Agreement, due receivables from loans and other products and services approved by the Bank to the User, other due receivables arising from business relations with the Bank,
- in other cases prescribed by the relevant regulations and / or the Framework Agreement.

The executed payment transaction referred to in the previous paragraph is not considered an unauthorized payment transaction and has priority over payment orders submitted by the User to the Bank.

Acts from the enforcement procedure, i.e. forced collection, demands of the Pension and Disability Insurance Fund, demands of the foreign pension fund and other competent authorities for collection / refund of funds from the User's Account cannot be performed from the funds of the Permitted Overdraft.

The Bank is authorized to collect any financial obligation of the User towards the Bank from Available Funds from all Accounts opened at the Bank, by automatic debiting of the Account. If the User holds several Accounts (dinar or foreign currency), the Bank is authorized to determine at its own choice the order in which it shall transfer funds to collect its receivables from the User, including the redemption of funds for effective money from foreign currency Accounts at the Bank's purchase rate on the day the Bank redeems for the purpose of collection of due obligations of the User. In case of collection of foreign currency receivables of the Bank from dinar accounts of the User, the selling rate of the Bank for foreign exchange for effective money on the day of debiting shall apply. In case of collection of foreign currency receivables by the Bank which are kept in a currency different from the currency of the account of the User who is indebted for the collection of these receivables, the Bank's buying and selling exchange rate for foreign exchange for effective money on the day of debiting shall be applied - (purchase rate for effective money for conversion of foreign currencies into dinars and selling rate for effective money for conversion of dinars into foreign currencies).

If the User holds several dinar and/or foreign currency accounts at the Bank, he shall agree that the Bank may mutually set off the active and passive balance.

### Payment Order Revocation

The User may revoke a payment order at any time prior to the irrevocability of that order by withdrawing the consent to execute a payment transaction or series of payment transactions so that any future payment transaction in the series is considered non-authorized. The revocation of a payment order must be given in written or electronic form, depending on the method of issuing payment orders, and must contain the essential elements of the revoked payment order (amount, payee, payer, execution date, etc.).

Irrevocability of the payment order:

- after the Bank has received and released the payment order into interbank payment flows,

- for payment transactions initiated by standing order no later than 1 (one) business day before the date agreed for the execution of payment;
- for payment transactions initiated by the payee by direct debit, until the end of the business day preceding the day determined for debiting the payer's payment account;
- for orders executed through the IPS payment system, after the Bank has created an instant transfer order.

After the expiration of term from the previous paragraph, the User may no longer revoke the payment order, except on the basis of an agreement with the Bank. If the payment transaction is initiated by the payee or the payer through the payee, the revocation of the payment order after the expiration of the specified deadlines cannot be performed without the consent of the payee. Regarding transactions initiated by Card, the payer may not revoke the payment order, after authorization of transaction in one of the ways defined in section Consent of the User for the execution of a payment transaction of these General Terms and Conditions, unless the User reaches a different agreement with the Bank. If the User has given consent for a payment transaction through the point of sale, the transaction may not be revoked without the consent of the point of sale in a form and content acceptable to the Bank.

The transaction for which consent is entered by password on the internet or entering PIN at ATMs or POS terminals shall be considered irrevocable.

#### Refusal of Execution of Payment Order

The Bank is entitled to decline the performance of a payment order if not all of the conditions for its execution have been fulfilled, namely in the following cases:

- if the order has been corrected, crossed out, deleted or otherwise changed,
- if the payment order has not been submitted and filled in in accordance with the regulations and the General Terms and Conditions,
- if the unique identification mark (JIO) or other data that the User is obliged to provide for the correct execution of the payment order is not correct,
- if the appropriate documentation has not been submitted, if it is necessary for the execution of the transaction,
- if the signature on the debit order is not identical to the signature deposited by the User or an authorized person with the Bank,
- in case of lack of funds for the execution of the payment order on the Account for the execution of the payment order together with the corresponding fee in accordance with the valid Pricelist of fees,
- if the Account is blocked for reasons determined by regulations,
- if the consent for the execution of the payment transaction has not been given in the agreed manner, as defined under these General Terms and Conditions, i.e. the Framework Agreement,
- for orders executed through the IPS payment system and for which there are insufficient funds to execute the payment transaction and / or when the payee's payment service provider has submitted a response not to accept the instant transfer order with reasons for non-acceptance of that order and / or it is time to that payment service provider's response to the payee has expired;
- in case of legal obstacles to the execution of the payment order;
- if its implementation would be contrary to the regulations governing the prevention of money laundering and terrorist financing and foreign exchange operations.

The Bank reserves the right to request additional information from the User before and after the execution of the payment order in connection with a specific payment transaction, if such an obligation would arise from regulations governing the prevention of money laundering and terrorist financing and / or internal acts of the Bank. / or rules of the banking group which the Bank belongs to. In the event that the User does not provide the Bank with the required additional information, the Bank reserves the right not to execute the payment transaction in question, or to refuse it. If the User

provides the Bank with an incorrect unique identification designation or any other inaccurate essential element of the payment order, the Bank shall not be liable to the User for the regularity and timeliness of the execution of the payment order.

If the Bank refuses to execute the payment order for the above reasons, it is considered that the payment order has not been received.

The Bank is obliged to inform the User about the refusal to execute the payment order and, if possible, about the reasons for such refusal. The Bank shall provide this notice to the User without delay, or within the deadlines set for the execution of the payment order at the latest, by direct communication or the agreed communication channel.

Regarding payment transactions made by the IPS payment system, if the Bank, as the payer's payment service provider, has received the notification referred to in paragraph 1, indent 9, it shall immediately notify the User as the payer, through the agreed communication channel and, if possible, on the reasons for refusal, unless such notification is prohibited by regulation, provided that the Bank is obliged to immediately refund the amount from the payment order, or to release the provisioned funds in his payment account, if these funds were provisioned for the execution of this account.

In case of rejection of the order by the payee's payment service provider, the Bank, as the payer's payment service provider, shall notify the User thereof, providing available information on the reasons for rejection received from the payee's payment service provider and refund the amount under the payment order, i.e. release of reserved funds on his payment account if those funds were reserved for the execution of this order.

### XIII Deadlines for execution of payment transaction

For domestic payment transaction made in dinars, the Bank, as the payer's payment service provider, credits the amount of this transaction from the payer's account to the payee's payment service provider's account on the same Working Day when the Bank receives the payment order when the Bank has received the payment order, provided that the Bank has received all information necessary for crediting the payment account of the payee, all in line with the Time Schedule.

The Bank, as the payee's payment service provider, shall immediately credit the payee's funds on his payment account, or if the payee does not have a payment account, it shall make these funds available to him/her:

1. if the Bank, as the payee's payment service provider, has been credited the amount of the payment transaction for the payee on the account, or if the Bank, as the payee's payment service provider, has received that amount in another way;
2. if the Bank, as the payee's payment service provider, has received all the information necessary for the crediting of the payee's payment account or the making available of funds to the payee.

The Bank, as the payment service provider of the payee, is obliged to enable the payee to dispose with funds immediately after the crediting of these funds on the payment account of this payee.

The provisions of regulations governing foreign exchange operations shall apply to the execution of international payment transactions and payment transactions in the currency of third countries, and the provisions of these General Terms and Conditions, i.e. the Framework Agreement and the Law shall apply to everything that is not been regulated by the said regulations.

The Bank guarantees the meeting deadline set in the Time Schedule for international payment transaction only to the first foreign bank taking part in the execution of the order.

For payment transactions that are not covered by the previous paragraphs, the deadlines for the execution of the payment transaction determined by the Law, i.e. regulations, shall apply.

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

In the case of a Card transaction, the Bank shall credit the account of the service provider, i.e. credit the merchant in accordance with the deadlines from the card acceptance agreement concluded between the merchant and the Bank.

The Bank shall enable the User to dispose of the funds immediately after the crediting of these funds to the payment account.

In case that the User requests the payment of cash from the Account, the Bank is obliged to pay the money immediately, free of charge, except in the case of payment of more than 600,000.00 dinars or effective foreign currency whose dinar equivalent at the official median exchange rate exceeds 600,000.00 dinars, when the Bank can pay him those funds on the next Business Day.

In the case a payment transaction has incurred by Card issued by the Bank to the User, the Bank shall debit the User's account to which the Card is linked immediately upon receipt of the debit payment order from the payee's service provider, within deadline defined by Card System rules. If the funds on the Bank's account, as the payee's payment service provider, were credited on a day other than the Bank's Business Day, the Bank shall be deemed to have received the funds for the payee on the next Business Day.

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

- the value date of the debit of the User's payment account shall be the same or a later date than the date when that payment account is debited for the amount of the payment transaction,
- the value date of the payee's payment account crediting shall be no later than the Business Day when the funds of the payment transaction are credited on the Bank's account, i.e. for orders in the currency of third countries in accordance with the law governing foreign exchange operations.

#### **XIV Information and data on fees, interest rates and exchange rates**

The type and amount of all fees charged by the Bank to the User are provided in the Pricelist of fees, which is an integral part of the General Terms and Conditions.

The Bank does not pay or charge interest on the funds on the Account, unless otherwise provided by the Pricelist of fees or specifically agreed.

Fees are calculated and charged automatically by crediting the Account without payment order.

If the User uses funds from the approved Permitted overdraft for the execution of payment transactions, the amount of interest, the method of calculation and payment of interest is defined by Agreement on the allowed overdraft on the account.

If the User does not pay to the Bank any financial obligation by due date at the latest, he/she shall be obliged to pay the Bank, in addition to the amount of the pecuniary obligation which payment is late under applicable regulations,

the receivable from the next day from the due date to the final payment of receivables at the rate determined by applicable regulations.

For payment transactions made with the Card abroad, currency conversion is performed by the Card System, applying the exchange rate on the date of sending the debit. The exchange rate is available on the official websites of the card systems through which the debit is sent to the Bank, in the manner described in Chapter VII Payment Card.

The Bank may apply the change in the interest rate and exchange rate immediately and without prior notice to the User if they are based on changes in the agreed reference interest rate and reference rate. Also, if the interest rate or exchange rate of the currency changes in favor of the User, those changes can be applied immediately and without prior notice to the User.

The Bank executes the payment order in the currency in which the payment order has been made. If the performance of a certain payment order requires conversion of a certain currency, as currency exchange rate, the Bank applies the Bank's purchase rate of the respective currencies valid on the day of receipt of the conversion order, within the Bank's exchange rate list published on the website and posted in the Bank's business network.

#### **XV Information for Users of Payment Transactions for International Payment Transactions and Payment Transactions in Currency of Third Countries**

When executing international payment transactions and / or payment transactions in the currency of third countries, the Bank shall provide the User information on the expected time of payment transaction execution and the expected fee in case the Bank does not have information on the exact amount of this fee charged by another payment service provider or an intermediary participating in the execution of these payment transactions.

The Bank is not responsible for the conduct and executions of payment service providers domiciled in third countries, or for the conduct of foreign banks as payment service providers participating in an international payment transaction.

#### **XVI Information on Protective and Other Measures Related to Payment Instrument**

**Obligations of the Bank as provider of payment services related to payment instrument**

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

- 1) that the personalized security elements of the payment instrument are available exclusively to the User to whom the instrument has been issued, without prejudice to the User's obligation to take all reasonable and appropriate measures to protect the personalized security elements of the instrument immediately upon receipt,
- 2) that the User may, at any time, notify the Bank in an appropriate manner of abuse, theft and / or loss, by calling the Bank's Contact Center at 381 (0) 11 3011555, 381 (0) 11 3011550, 0700 480048, 381 (0) 21 4800048, 381 (0) 21 520333 or by registering at the nearest branch from the Bank's business network,
- 3) to prevent any further use of the payment instrument after the User has notified the Bank of the circumstances referred to in the previous item.

The Bank may not issue a payment instrument to the User if/she he has not requested it, unless it is a matter of replacing an already issued payment instrument.

The Bank is obliged to provide the User proof that the User has notified him/her of the theft, loss and / or misuse, if the User has submitted a request

for submission of such evidence within 18 (eighteen) months from the date of this notification.

### **Obligation of the Payment Service User Regarding Payment Instrument**

The user is obliged to:

- use a payment instrument in accordance with the prescribed or agreed conditions governing the issuance and use of that payment instrument,
- take all appropriate measures immediately upon receipt of the payment instrument in order to protect the personalized security elements of that payment instrument (e.g. PIN, card number, etc.),
- safeguard the payment instrument and the secrecy of the PIN from unauthorized access, theft and improper use, keep the PIN separate from the payment card and not disclose it to another person, not to allow the merchant or another person to keep the payment card out of sight of the User;
- advise the Bank immediately after learning about the loss, theft or misuse of the payment instrument by calling the Bank's Contact Center at 381 (0) 11 3011555, 381 (0) 11 3011550, 0700 480048, 381 (0) 21 4800048, 381 (0) 21 520333, or at the nearest branch of the Bank and request the Bank to block further use of the payment instrument, upon identification of unique ID number and other data requested by the Bank's employee,
- come to the branch within 3 (three) days in case of verbal notification and confirm the blocking of the payment instrument in writing on the prescribed form;
- immediately report the theft of a payment instrument and unauthorized use to the Ministry of the Interior;
- in case of unauthorized use of the payment instrument, i.e. data from the payment instrument, to immediately upon learning it, report to the Bank a payment transaction executed by unauthorized use of the payment instrument by filling in a complaint form and handing it over at the Bank's business premises / branches;
- to immediately return to the Bank the found payment instrument that he/she previously reported missing.

The Bank shall block the payment instrument immediately upon the application by the User. At the request of the User, the Bank may issue a new payment instrument.

In addition to the above, the basic rules for safe use of a payment instrument that the User is obliged to adhere to are the following:

- the User is obliged to report the loss and / or theft of the payment instrument to the Bank immediately upon learning that the payment instrument may be misused in these cases;
- to destroy the expired payment instrument by cutting, ie in another appropriate manner;
- when the User receives a PIN from the Bank, it is necessary to remember it and destroy the envelope with the PIN;
- to keep the PIN separate from the payment instrument in a way that will ensure that the payment instrument is not used by other persons without authorization;
- never write down the PIN (back of the card, papers, documents carried with him/her);
- if the PIN is received via SMS, it is necessary to remember it and then delete the message;
- to cooperate with the merchant and / or the authorization center if they request that the User additionally identifies him/herself and confirm that he is the one who used the payment instrument;
- in case of 3 (three) consecutive incorrect PIN entries, the Bank automatically blocks the payment instrument for security reasons, in which case it is necessary for the User to contact the Bank for unblocking purposes. Each erroneous PIN entered in succession is stored regardless of the time period. The ATM will not keep the card in case the correct PIN has been entered in the meantime;

- if he notices anything suspicious at the ATM (e.g. additionally installed equipment, box for advertising pamphlets), the User is obliged to cancel the transaction and immediately inform the nearest branch of the Bank accordingly;
- there is a time limit for withdrawing a payment instrument and money from an ATM. In the event that the allotted time for these actions has expired, the ATM will keep the payment instrument and money for security reasons;
- if the ATM does not return the card for an unknown reason, the User is required not to move away from the ATM and to immediately inform the Contact Center of the bank in order to determine the reason for keeping the card;
- if the POS terminal is at remote distance, the User is obliged to insist that the merchant performs the payment transaction exclusively in the presence of the User;
- the increase of determined consumption limit is performed by the User at his own risk;
- in case of online payment, to use only verified and well-known website;
- never enter a PIN on any website;
- before entering the card number, the User is obliged to check whether there is a locked padlock or key at the bottom of the Internet browser as signs of a secure Internet connection. The beginning of the seller's internet address with a secure internet connection is "https" instead of the abbreviation "http".

### **Restrictions on the use of a payment instrument**

The User and the Bank may agree on a spending limit for a single payment transaction or several payment transactions over a certain period, if the payment transactions are executed based on a payment instrument.

The Bank may prevent the use of a payment instrument (payment instrument blockage) in case of justified reasons related to the security of the payment instrument, if there is a suspicion of unauthorized use of the payment instrument or its use for fraud, or if there is an increased risk that the User will not be able to fulfill the obligation payment obligation when the use of the payment instrument is related to the approval of the loan, i.e. the Permitted overdraft of the User's account in accordance with the provisions of the Law.

Increased risk under the previous paragraph means a case when the Account lacks or has no funds for collecting due obligations of the User to the Bank, for any product including but not limited to the approved loan and / or Permitted overdraft. In case of increased risk, the Bank is entitled to block the User's use of payment instruments and disable the disposal of funds on the Account until the full collection of outstanding obligations.

The Bank is obliged to inform the User on the intention to block a payment instrument and about the reasons for the blockade. Exceptionally, if the Bank is unable to inform the User prior to the blockade of payment instrument, the Bank shall be obliged to proceed accordingly immediately after the blockade.

The Bank is obliged to submit a notification on the intention of the blockade, i.e. on the blockade of the payment instrument to the User through agreed communication channel. Exceptionally, the Bank shall not notify the User of the intention to block, i.e. block the payment instrument if the provision of such notification is prohibited by regulations or in case of related justified security reasons.

The Bank will re-enable the use of the payment instrument or will replace it with a new one when the reasons for its blocking cease, of which the User will be notified through the agreed communication channel.

### **User responsibility for unauthorized payment transactions**

The User shall incur losses arising from the execution of unauthorized payment transactions up to the amount of 3,000.00 dinars, if those transactions were made by use of:

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

The User shall bear all losses arising from the execution of unauthorized payment transactions, if these transactions were executed due to fraudulent actions of the User and / or non-fulfillment of his obligation to report the lost, theft or misuse of payment instrument to the Bank immediately upon becoming aware of it and/or using the payment instrument, i.e. the prescribed and agreed conditions for issuing and using a payment instrument i.e. if immediately after receiving the payment instrument, he/she has not taken all reasonable and appropriate measures to protect the personalized security elements of that instrument, by intention or gross negligence.

The User shall not incur losses if the Bank has not provided him an appropriate manner of notifying him of the lost, theft or misuse of payment instrument, unless these losses are caused by fraudulent actions of the User him/herself.

The User shall not incur losses arising due to unauthorized payment transactions performed after notifying the Bank that the payment instrument has been lost, stolen or misused, unless these losses are due to fraudulent actions of the User himself.

#### **Burden of Proving Execution of Payment Transaction**

If the User claims that he/she did not approve the executed payment transaction or that the payment transaction was not executed, the Bank, if it claims otherwise, is obliged to prove that the payment transaction was authenticated, properly recorded and posted and that its execution was not affected by any technical malfunction or other defect. A payment transaction is authenticated if the Bank has used appropriate procedures to verify and confirm the use of a particular payment instrument, including its personalized security elements.

#### **User Request for Refund or Proper Execution of Payment Transaction**

The User is obliged to take care of Account Statements received from the Bank, to review them and submit a complaint about any disagreement or dispute related to debt, i.e. receivables in the Account Statement that he/she received. The User is obliged to inform the Bank about the unauthorized, unexecuted or incorrectly executed payment transaction, i.e. he can request a proper execution of the payment transaction immediately becoming aware of that payment transaction, but no later than 13 (thirteen) months from the day of debiting. Accounts.

After the expiry of the deadline under the previous paragraph, the User loses the right to request a refund of incorrectly executed, unexecuted or unauthorized payment transaction, or to request proper execution of the payment transaction, if the Bank provided him with all information on the transaction in accordance with the Law. The day of the User becoming aware of an unauthorized, unexecuted or incorrectly executed payment transaction in terms of these General Terms and Conditions is considered the day of receipt of the Account Statement, which, among other elements, contains data on each individual payment transaction.

#### **Refund of the Amount of the Approved and Correctly Executed Payment Transaction**

At the request of the payer, the Bank shall refund the entire amount of the approved and correctly executed payment transaction, initiated by the payee

or the payer through the payee, provided that the following conditions are met:

- 1) that the payer has given consent for the execution of the payment transaction without determining the exact amount of the payment transaction
- 2) that the amount of the payment transaction exceeds the amount that the payer may reasonably expect, taking into account the amounts of his previous payment transactions, the conditions determined by the Framework Agreement and the circumstances of the specific case.

The Bank may require the payer to provide evidence of the facts relate to fulfillment of the conditions referred to in the preceding paragraph. The payer may not invoke the condition from the previous paragraph under item 2 if the higher amount of the payment transaction is a consequence of the exchange of currencies at the agreed reference exchange rate.

The Payer may submit a request for refund within 56 (fifty-six) days from the date of debit, and the Bank shall refund the payer the full amount of the payment transaction or notify him of the reasons for rejecting the request within 10 (ten) business days from receipt of the request. If the Bank rejects the request, it shall inform the payer of the reasons for the refusal and the procedure for protecting the rights and interests of payment service users, including out-of-court settlement of disputed relations, as well as the procedures that may be initiated for violating the provisions of the Law.

The payer is not entitled to a refund of the amount of the approved and correctly executed payment transaction initiated by the payee or the payer through the payee in case the following conditions are met:

- that the payer has directly given consent to the Bank for the execution of the payment transaction;
- that the payee has provided information on the future payment transaction to the payer at least 28 (twenty-eight) days before the due date in the agreed manner.

These provisions on refund of the amount of approved and correctly executed payment transaction do not apply to payment transactions initiated on the basis of bills of exchange, which in terms of the Law represent irrevocable consent of the issuer of the bill of exchange given to his payment service provider to execute a payment transaction initiated by the bill of exchange holder.

#### **Refund based on Payment at Point of Sale**

The Bank, as issuer of the payment instrument for instant transfer credits is obliged to enable the User, after debiting the payment account made on the basis of the request for payment at the point of sale, to submit a request for refund based on that debit at the Bank's branch (hereinafter: Request for Refund), for one of the following reasons:

- 1) The User has received information that the instant transfer order has been executed based on the request for payment at the Merchant's point of sale (information specified in Chapter IV Information on the manner and means of communication between the User and the Bank regarding instant transfers at the point of sale), and the Merchant claims that he had not received that information, as a result of which he did not deliver the goods or services;
- 2) The user received the information from the previous point but claims:
  - that the request for payment at the Merchant's point of sale has been repeated several times by mistake,
  - that the request for payment at the point of sale of the Merchant was made in an amount exceeding the amount determined for the payment of goods and / or services,
  - that he has paid for goods and / or services in another way or at another request for payment at the Merchant's point of sale at the same point of sale;

3) The User and the Merchant have received the information referred to in item 1), and the User claims that, despite the payment made at the point of sale, the Merchant has not delivered the goods or services.

In the case referred to in paragraph 1, items 1 and 2 of this subheading, the Bank shall enable the User to submit a request for refund immediately after receiving information on the executed instant credit transfer based on the request for payment at the point of sale, and no later than 13 (thirteen) months from the day of debiting the User's payment account.

In the case referred to in paragraph 1, item 3 of this subheading, the Bank shall enable the User to submit a request for refund within 4 (four) months from expiry of deadline for delivery of goods and / or services, and no later than 13 (thirteen) months from the day of debiting the User's payment account.

As the issuer of the payment instrument for instant transfer of approval, the Bank shall, upon receipt of the request for refund, determine for what reason referred to in paragraph 1 of this subheading the request was submitted, whether it was submitted within the prescribed deadlines, and whether the request was properly executed at the point of sale of the Merchant, whereas in particular it determines whether that request for payment and the order for instant transfer contains all the data necessary for their proper execution.

When the request for refund is submitted for the reasons referred to in paragraph 1, item 3 of this subheading, the Bank shall also obtain from the User proof that it has addressed the Merchant in relation to the undelivered goods or services.

If it determines that it is responsible for incorrect execution of the request for payment at the point of sale of the Merchant, the Bank is obliged to immediately refund the amount from the incorrectly executed request for payment at the point of sale, i.e. to return the User's payment account there was no request for payment at the point of sale.

If it determines that the request for refund was submitted in a timely manner and that the Bank, as the issuer of the payment instrument, correctly executed the disputed request for payment at the point of sale, the Bank shall without delay accept to the acceptor (another payment service provider providing instant payment instruments transfer of approval) submits a request for a refund (hereinafter: the issuer's request for a refund), and may do so in the case referred to in paragraph 3 of this subheading.

When it receives the issuer's request for refund, the acceptor is obliged to immediately refund the issuer the amount from that request.

Notwithstanding the previous paragraph, and when it has not received the issuer's request for refund, the acceptor is obliged to immediately refund the issuer, and the issuer upon receipt of these funds to immediately approve the payment account of the User, in the following cases:

- a) if the Merchant has requested the acceptor to make a refund in accordance with the framework agreement on the acceptance of payment instruments;
- b) if the acceptor has determined that due to incorrect data in the request for payment at the point of sale or due to technical problems he has not submitted information to the Merchant on the executed order for instant transfer based on the request for payment at the point of sale.

If the acceptor does not submit proof to the issuer that the request for refund is not justified within 15 (in words: fifteen) working days from the day when he received the issuer's request for refund - the request for refund is considered justified and the issuer immediately approves the User's payment account from the executed disputed request for payment at the point of sale.

Without delay, through the agreed communication channel, the Bank inform the User that the funds on the basis of the refund have been made available to him.

For the purpose of smooth, safe and efficient use of the payment instrument issuing the request for payment at the point of sale, the Issuer and the Bank shall take all reasonable measures and cooperate with each other regarding the use of this payment instrument, exchange of documentation and evidence related to resolving the request for refund, as well as corrections of possible errors on the part of the User and the Merchant that are unrelated to the request for refund based on that use.

## **XVII Liability of the Bank as a Payment Service Provider in Connection with the Execution of Payment Transaction**

The Bank is liable for the execution of payment transaction which lacks consent of the payer (unauthorized payment transaction), and is obliged, immediately upon becoming aware of it, to refund the amount of the transaction to the payer, i.e. to reinstate the payer's payment account to a balance in which it would have been had the approved transaction not been executed, together with all fees charged by the Bank, as well as to execute, i.e. pay the amount of all interests which the payer would be entitled to had the unauthorized payment transaction not been executed.

If the Bank is liable for non-performance and/or incorrect performance of a payment transaction, the Bank shall be obliged to proceed in line with the preceding paragraph, except if the User required proper execution of payment transaction. The Bank is liable for proper execution of transaction initiated by the User as payer, up to provider of payment services of the payee in accordance with the law.

In case that the Bank provides the payer, or if necessary the payee's payment service provider, a proof that the payee's payment service provider's account has been credited for the payment transaction amount within the legal deadline, the payee's payment service provider shall be liable to the payee for non-executed or incorrectly executed transaction.

In case of non-executed or incorrectly executed payment transaction, the Bank as a payment service provider of the payee is obliged, regardless of its responsibility, and at the request of the payee, to immediately take measures to determine the cash flow and inform the payee about the results.

The Bank is not obliged to refund the amount of unauthorized, unexecuted or incorrectly executed payment transactions and calculated fees if, in the Bank's opinion, any of the following cases occur:

- if the execution, non-execution and / or incorrect execution of the payment transaction is a consequence of extraordinary and unforeseeable circumstances beyond the Bank's control,
- if the execution, non-execution and / or incorrect execution of the payment transaction is a consequence of the Bank's obligation arising from the Law and other regulations binding on the Bank,
- if the execution, non-execution and / or incorrect execution is a consequence of a payment transaction of a forged order submitted by the User to the Bank, a consequence of fraud of the User's authorized persons or if the User and / or his authorized persons do not fulfill their obligations under the Framework Agreement.
- if the Bank has performed an incorrect transaction on the basis of 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 have not provided security elements for the protection of the payment instrument,

- if the User has not notified the Bank of an unauthorized payment transaction, unexecuted and / or incorrectly executed payment transaction, i.e. has not submitted a request for proper execution of the payment transaction as soon as it has determined that such transaction has occurred, and no later than 13 (thirteen) months from the date of debiting, whereas the Bank has provided all information about the respective transaction in line with the law,  
- in case of sending data or payment orders by the User in the form of an unsecured record.

If the payment order is executed in accordance with the unique identifier of the payee from that order, it is considered that this order was correctly executed in the part related to the determination of the payee, irrespective of other data submitted to the payment service provider.

If the unique identification code provided by the Payment Service User to the Bank is incorrect, the Bank shall not be liable for a non-executed or incorrectly executed payment transaction. In this case, at the request of the User, the Bank is obliged to immediately take all reasonable measures to refund the amount of the payment transaction to the User, and the payment service provider of the payee is obliged to cooperate with the Bank as the payer's payment service provider and provide him with all the necessary information in order to recover the amount of the payment transaction. If it is not possible to make the refund to the User, the Bank shall immediately, at the written request of the User, provide all available information necessary for the User to exercise the right to a refund (e.g. information on the payee's payment service provider and / or payee).

The Bank may charge the Payment Service User a special fee for taking the measures referred to in the previous paragraph, in accordance with the Pricelist of fees. In the event of a non-executed payment transaction due to an incorrect unique identification code which the User provided to the Bank, the Bank is obliged to refund the amount of the non-executed payment transaction to the User immediately upon becoming aware of it. This paragraph does not apply to international payment transactions.

## **XVIII Liability for Non-Executed or Incorrectly Executed Payment Transaction Initiated by the Payee or the Payer Through the Payee**

In case that the payment transaction was initiated by the payee or the payer through the payee, the payee's payment service provider shall be liable to the payee for the proper execution of the payment order to the payer's payment service provider.

The Bank is liable for non-executed or incorrectly executed payment transaction if the provider of the payment service of the payee provide proof that it is not responsible to the payee and that it has acted in everything in line with the Law, in which case the Bank shall be obliged to proceed in accordance with paragraph 1 of the previous Chapter of the General Terms and Conditions.

The payee's payment service provider is obliged to submit to the payer's payment service provider a payment order issued by the payee or the payer through the payee, within the time limit set between the payee and his payment service provider.

In case of direct debit, the payee's payment service provider is obliged to submit the payment order within a term that allows the payer's payment service provider to credit the payee's payment service provider's account for the amount of the payment transaction on the agreed due date.

## **XIX Rights and Obligations of the Bank as a Provider of Payment Services**

The Bank has the following rights and obligations in certain cases of incorrect execution of a domestic payment transaction:

- 1) if the Bank, as the payer's payment service provider, transfers to the payee's payment service provider the amount of the payment transaction exceeding the amount specified in the payment order or if it executes the payment order several times by mistake, based on the Bank's payment service provider's evidence, is obliged to immediately return these funds to the Bank;
- 2) if the Bank has transferred to the payee's payment service provider an amount below the payment transaction specified in the payment order, the Bank, as the payer's payment service provider, may transfer the difference to the payee's payment service provider without the User's request for proper execution of the payment transaction;
- 3) if the Bank has transferred funds to a payee other than the one specified in the payment order, on the same Business Day, the Bank shall execute the payment transaction correctly and without the User's request for proper execution of the payment transaction, and the payment service provider to whom wrongly transferred funds shall be obliged, based on the Bank's evidence, to immediately refund the received funds to the Bank (transfer as a refund).

The Bank shall not be liable for non-execution of a payment transaction in the event of extraordinary and unforeseen disruptions in the provision of payment services. Obstacles are events that make it difficult or impossible to perform these services and are caused by force majeure, war, riots, terrorist acts, strikes, interruption of telecommunications or other communication channels, actions and regulations of either a state or other authorized body, termination or improper functioning of the payment system, which the Bank could not influence, and which represent an objective obstacle to the provision of these services.

International payment transactions are subject to supervision in order to monitor compliance with international sanctions of the United Nations (UN), the European Union (EU) and the United States Department of the Treasury (OFAC), the United Kingdom of Great Britain and Northern Ireland.

The Bank and the User are obliged to act in accordance with their obligations under international and bilateral agreements concluded and ratified by the Republic of Serbia.

The Bank's liability is excluded when due to the application of regulations governing the prevention of money laundering and terrorist financing and / or due to the application of any of these sanctions regimes, the Bank refuses to execute a payment transaction or extends deadlines for execution of orders specified in the Time Schedule.

The Correspondent Bank or the Client's bank may decline executing the transaction or freeze the funds that are the subject of the transaction if it determines that the User or the payee (hereinafter: the Participant in the transaction) is a person directly or indirectly affected by the above sanctions. The Bank takes reasonable steps to collect and update data on sanctioned entities, but due to the complicated and complex nature of these sanctions, it is not possible to determine with certainty data on all sanctioned entities. This applies in particular to situations where the Participant in the transaction is indirectly subject to sanctions (for example, the payee is a legal entity owned or controlled by a sanctioned person). In view of the foregoing, the Bank does not and cannot influence the actions of the correspondent bank or the bank of the Transaction Participant. The Bank does not bear any responsibility if due to the application of the stated sanctions, any payment transaction initiated by the User with the Bank is blocked and / or the funds that are the subject of the payment transaction are frozen. In the event that the payment transaction is rejected by the correspondent bank or the bank of the Transaction

Participant, the User agrees to bear all costs of refunding the funds to the Account.

## **XX Conditions for Amendment and Supplement of Framework Agreement and Right to Termination**

### **Amendments and Supplements to Framework Agreement and General Terms and Conditions at Bank Proposal**

If the Bank proposes amendments to the Framework Agreement, it is obliged to submit to the User a Proposal of those amendments no later than 2 (two) months before the proposed date of their application, in writing on paper or other durable medium, by agreed communication channel. Upon receiving the proposed amendments to the Framework Agreement, the User may agree that the proposed amendments to the Framework Agreement by the Bank shall produce legal effect before the proposed date of their application.

The User shall be deemed to have agreed to the proposed amendments to the Framework Agreement if, prior to the date of application of the proposed amendments, it has not notified the Bank in writing that it has not agreed with that proposal. Simultaneously with the submission of the proposed amendments, the Bank shall inform the User of his right to terminate the Framework Agreement without payment of fees and other costs before the day of application of the proposed amendments, if he does not accept the proposal, except for those fees and costs due by the date of termination of Framework Agreement. Prior to termination of the Framework Agreement, in addition to the fees and costs from the previous paragraph, the Client is obliged to return to the Bank all unused check forms and / or to ensure funds necessary to settle obligations on checks issued but not due at the time of termination of the Framework Agreement, for all checks in total, in the maximum amount to which the check can be made.

### **Right to Termination of Framework Agreement at Bank Request**

As a payment service provider, the Bank is entitled to terminate the Framework Agreement concluded for an indefinite period of time, with 2 (two) month period of notice. In case of any of the grounds for cancellation provided for in these General Terms and Conditions, Chapter VI Conditions for Opening, Maintaining and Closing Payment Accounts, subheading Closing Payment Accounts, and / or other document forming an integral part of the Framework Agreement and / or positive regulations, the Bank as a payment service provider shall be entitled to terminate the Framework Agreement without notice period, all in accordance with the above documents. The Bank is obliged to submit notifications on the termination of the Framework Agreement to the User in writing, through the agreed communication channel.

If the Bank terminates the Framework Agreement, the User is obliged to pay the fee only for payment services provided until the day of termination, and if such fee is paid in advance, the Bank shall be obliged to refund the proportional part of the paid fee to the User. The Bank may not charge the Payment Service User a fee for termination of the Framework Agreement.

### **Termination of Framework Agreement on Payment Account with Basic Services**

In accordance to the foregoing manner, the Bank may unilaterally terminate the Framework Agreement related to the Payment Account with basic services if at least one of the following conditions is met:

- 1) The User intentionally used the Payment Account with basic services for illegal purposes;
- 2) No payment transaction has been executed on the Payment Account with basic services for more than 24 consecutive months;
- 3) The User has exercised the right to a Payment Account with basic services on the basis of incorrect information;

4) The User subsequently opened another Payment Account with basic services;

5) The User no longer has legal residence in the Republic of Serbia.

In case it terminates the Framework Agreement regarding the Payment Account with basic services due to fulfillment of one or more conditions under paragraph 2, items 2), 4) and 5) of this subheading, the Bank is obliged to provide the User free of charge, in writing, on paper or on to another permanent data carrier, a notification on the reasons for that termination, no later than 2 (two) months before the entry into force of that termination, unless that notification is prohibited by regulation.

If the Bank terminates the framework agreement regarding the Payment Account with basic services due to fulfillment of one or both conditions referred to in paragraph 2, items 1) and 3) of this subheading, termination of the Framework Agreement shall have legal effect upon determining fulfillment of one of those conditions.

In the notice of termination of the Framework Agreement regarding the Payment Account with basic services, the Bank is obliged to point out information on the User's right to object, to complaint and the possibility of out-of-court settlement of disputes in accordance with the law governing protection of financial services users and Chapter XXI Information on Protection of Users under these General Terms and Conditions.

### **Right to Termination of Framework Agreement at Request of User**

The User has the right to terminate the Framework Agreement one-month notice period, provided that he/she has previously settled all obligations to the Bank under the payment account and has submitted a written notice of cancellation to the Bank in writing. The User is entitled to terminate the Framework Agreement in cases specified in the Framework Agreement itself, if provided, as well as in cases determined by the law governing obligations and / or other regulations.

In case of 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 termination date and, if such fee is paid in advance, the Bank is obliged to refund a proportional part of the fee. Also, the User is obliged to return to the Bank all unrealized check forms and provide funds necessary to settle obligations under checks issued but undue by the time of termination of the Framework Agreement for all unrealized checks in total, in the maximum amount that the check can to made, for each uncollected check.

The Bank may not charge the User a fee for termination of the Framework Agreement.

The User may request for provisions of the Framework Agreement that are in collision with the information provided in the pre-contractual phase, i.e. the provisions relating to information on mandatory elements of the Framework Agreement prescribed by the Law not previously submitted to the User, to be declared null and void under terms prescribed by legislation.

## **XXI Information on Protection of User**

If the Bank fails to abide by the provisions of the Law, i.e. General Terms and Conditions, good business practice related to services or obligations under the Framework Agreement, the User shall be entitled to complaint and possibility of out-of-court settlement of dispute related to the payment service in accordance with the law regulating protection of users of financial services.te

### **Right to Objection**

The User is entitled to address an objection in writing if he/she believes that the Bank has failed to abide by the provisions of the law and legislation regulating providing payment services, good business practice and obligations under concluded Framework Agreement.

The User may submit to the Bank Complaint on the work of the Bank, within 3 (three) years from the date of violation of his/her right or legal interest, in writing:

- in the business premises / branches of the Bank, as well as in any other business premises in which the Bank offers services to the Customers, by filling in the complaint form or in free form
- by post to the address:  
Trg Slobode br. 7, 21000 Novi Sad, sa naznakom "za Odeljenje za upravljanje prigovorima"
- by e-mail to the address:  
prigovori@otpbanka.rs
- on Bank's website: [www.otpbanka.rs](http://www.otpbanka.rs).

If financial services have been contracted using the means of remote communication, the Bank is obliged to:

- Enable the User to file a complaint in the same way, i.e. by using the means of remote communication used to conclude the contract to which the complaint relates;
- when the complaint was submitted verbally using the telephone, to record that complaint, by entering in the appropriate records data on the User, the content of the complaint, as well as the date and time of receipt of the complaint.

The complaint must contain the data of the User as well as the data from which the relationship with the Bank to which the complaint refers can be undoubtedly determined, as well as the reasons for submitting that complaint. If the User submits a complaint after the expiration of the above-mentioned period of 3 (three) years, the Bank will inform the User that the complaint was filed after the expiration of the prescribed period and that it has no obligation to consider it.

The Bank is obliged to display the Notice on the manner of submitting objections on the Bank's proceeding upon the submitted objection, as well as on the possibility and manner of submitting a complaint against the work of the Bank - to the National Bank of Serbia.

The Bank is obliged, in case of submitting a written complaint of the User, to issue a confirmation of receipt of the complaint, indicating the place and time of receipt, as well as the person employed by the Bank who received the complaint. If the User has submitted a complaint through the Bank's website, e-mail or verbally by telephone for financial services contracted using remote communication, the Bank shall immediately confirm by e-mail or other appropriate form to the User the receipt of complaints against the Bank submitted by that User.

The Bank is obliged to examine the submitted objection and to submit a response to the User no later than 15 (fifteen) days upon the receipt of the objection in writing, by mail or in the form of an electronic document, email or in another appropriate way in electronic form that allows to determine the date and time of receipt of the answer and its content - if the User has submitted a complaint through the Bank's website, by e-mail or if the Bank has enabled the submission of the objection in another appropriate manner in electronic form, or if the User has explicitly agreed with this method of submission in electronic form.

The Bank may submit a reply to the objection by mail or as printout of the electronic document (copy of the electronic document on paper), whereas the User, after receiving such a document, has the right to request an original copy

of the electronic document or its certified copy in the sense of the law regulating electronic documents.

If the Bank is unable to submit a response within 15 (fifteen) days for reasons beyond its control, the deadline may be extended by a maximum of 15 (fifteen) days, of which the Bank shall notify the User in writing within 15 (fifteen) days from the date of receipt of the objection. The said notice must contain the reasons for inability to submit a reply within the deadline, as well as the deadline by which the response will be submitted.

If the Bank estimates the complaint as well-founded, it will inform the User whether the reasons for which the complaint was filed have been removed, i.e. a deadline for their removal and measures that will be taken to remove them.

The Bank shall not charge the User any fee, nor any other expenses for acting under the complaint to the Bank work.

### **Right to Complaint**

In case the User is not satisfied with the response received from the Bank, or if the Bank fails to respond to the complaint within the foregoing deadlines, the User may submit to the National Bank of Serbia, Sector for Protection of Financial Services Users, at the address in the street Nemanjina No. 17, or PO Box 712, a written complaint or fill out a form on the home page of the NBS website <https://www.nbs.rs/> within 6 (six) months from the date of receipt of the response of the Bank or from expiration of the deadline for submitting the Bank's response to the submitted complaint.

The Bank is obliged, at the request of the NBS, to respond to assertions of the User within the deadline set by the National Bank of Serbia, which may not exceed 8 (eight) days from the date of receipt of the request, and to submit evidence to confirm these assertions.

The National Bank of Serbia shall notify the claimer of the findings of the complaint within 3 (three) months from the date of receipt of the complaint and, in more complex cases, this period may be extended for a maximum of 3 (three) months about which the NBS is obliged to inform the claimer in writing before the expiration of the original deadline, in which notification the National Bank of Serbia indicates to the claimer the possibility of out-of-court settlement of the disputed relationship in the mediation procedure.

### **Out-of-Court Settlement Procedure**

If the User is not satisfied with the response received from the Bank, or if the reply is not delivered within the required period, the disputed relationship may, be resolved in out-of-court - mediation procedure. After opening mediation procedure, the User may no longer file a complaint unless this mediation has ended with suspension or waiver, or if the complaint has already been filed - the NBS shall discontinue its proceeding under the complaint and suspend this proceeding if mediation has ended in agreement. The deadline for filing a complaint shall not lapse while the mediation procedure lasts.

The mediation procedure is initiated at the proposal of one party in the dispute, upon acceptance by the other party. The parties to the dispute may decide that the mediation procedure be conducted before the NBS or another body or person authorized to mediate.

The mediation procedure before the NBS is confidential, urgent and is carried out free of charge, with the possible costs of the Bank and the User that may arise in this procedure being borne by the Bank and the User.

The proposal for mediation is submitted to the NBS in writing, by mail or by filling a form on NBS homepage <https://www.nbs.rs/>. This proposal must also

contain a deadline for its acceptance, which may not be shorter than 5 (in words: five) days or longer than 15 (in words: fifteen) days from the date of delivery of the proposal to the other party to the dispute.

The mediation procedure before the NBS is initiated by concluding an agreement on joining the mediation, whereby the parties to the dispute and the NBS confirm the choice of mediator and regulate mutual rights and obligations, in accordance with the principles of mediation, and regulate other issues relevant to mediation.

Either party may waive further participation in the mediation process at any stage of the proceedings.

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

## **XXII Confidentiality and Protection of Payment Services Data**

As business secret shall be considered data which the Bank becomes aware of during the course of its business, data about the payment transaction and balance and changes on the account.

In order to perform its activities, the Bank processes certain personal data of the User, prospect Users and of other natural persons. Personal data is any data related to a natural person whose identity is determined or identifiable, directly or indirectly, or any data:

- a) communicated verbally or in writing to the Bank during communication with the Bank, regardless of the purpose of the communication itself, which includes telephone communication, electronic communication, communication in person at the Bank's premises or on the Bank's website;
- b) which is collected when establishing a contractual relationship with the Bank regarding new services or products;
- c) which is part of the requirements and forms that precede establishing a contractual relationship with the Bank;
- d) which is collected during the participation of that natural person in the user satisfaction survey;
- e) which the Bank becomes aware of based on providing the User with banking and financial services and related services, as well as contracting services for products and services of the Bank's partners;
- f) which is collected automatically when using products and services of the Bank;
- g) from publicly available sources such as, for example, data from publicly available services;
- h) collected from other operators on the basis of an appropriate contractual relationship;
- i) forwarded to the Bank by OTP Group;
- j) resulting from the processing of any of the foregoing personal data.

The existence of appropriate legal framework is the prerequisite for any collection of personal, in line with the Law on Protection of Personal Data.

The bank is obliged to process personal data in a lawful, fair and transparent manner. The processing of personal data must be in accordance with the Law on Personal Data Protection, i.e. with other regulations governing the processing of personal data.

Personal data must be collected for a purpose that is specifically determined, explicit, justified and lawful and may not be further processed in a way that is not aligned with such a specific purpose.

Personal data must be appropriate, relevant and limited to what is necessary in relation to the purpose of the processing, be accurate and, if and when necessary, updated. The Bank shall take all reasonable steps to ensure that inaccurate personal information is immediately erased or corrected.

Personal data will be kept in a form that allows the identification of the person only within the period necessary to achieve the purpose of processing. The processing of personal data shall be carried out in a manner that ensures adequate protection of personal data, including protection against unauthorized or illegal processing, as well as against accidental loss, destruction or damage, by applying appropriate technical, organizational and personnel measures.

The Bank shall process personal data for the purpose and in a manner that is necessary and purposeful for the performance of its activities. Processing is legal if one of the following conditions is met:

- 1) The data subject consents to the processing of his / her personal data for one or more specially determined purposes (processing of personal data on the basis of consent);
- 2) processing is necessary for implementation of the agreement concluded with the data subject or for undertaking actions, at the request of the data subject before the conclusion of the agreement;
- 3) processing is necessary in order to comply with the legal obligations of the Bank;
- 4) processing is necessary in order to protect the vital interests of the data subject or another natural person;
- 5) processing is necessary for the purpose of exercising the legally prescribed powers of the Bank;
- 6) processing is necessary in order to achieve the legitimate interests of the Bank or a third party, unless those interests are overridden by the interests or fundamental rights and freedoms of the data subject, which require protection of personal data, especially if the data subject is a minor.

The Bank collects and processes data for direct marketing purposes based on the freely given consent of the data subject. This includes the processing of the following personal data: name and surname, address, e-mail address, telephone numbers and other data that can be used to establish contact.

As data controller, the bank is obliged to provide the following personal data to the person at the time of collecting personal data:

- 1) contact details of the Bank;
- 2) contact details of the Person for the protection of personal data of the Bank;
- 3) purpose and legal basis of processing;
- 4) the existence of a legitimate interest if the processing is performed on the basis of this legal basis;
- 5) information on the receiver, i.e. the group of receivers of personal data, if any;
- 6) the fact that he / she plans to disclose personal data in another state or to an international organization, and refer to appropriate protection measures;
- 7) on the period of storage of personal data or, if not possible, on the criteria for its determination;
- 8) the existence of the right to request from the controller access, correction or deletion of his personal data, i.e. existence of any right to limit processing, right to object, as well as the right to data portability;
- 9) existence of the right to revoke consent at any time, as well as that the revocation of consent does not affect the admissibility of processing on the basis of consent before revocation, if the processing is performed pursuant to Article 12, paragraph 1, item 1) or Article 17, paragraph 2, item 1) of the Law on Personal Data Protection;
- 10) on the right to file a complaint to the Commissioner for Information of Public Importance and Personal Data Protection;
- 11) whether the provision of personal data is also a legal or contractual obligation as well as whether the data subject has an obligation to provide personal data and possible consequences if the data are not provided and

12) on the existence of automated decision making.

Personal data will be kept during the contractual relationship, i.e. as long as there is the consent of the person whose data are processed, and within the period for which the Bank is legally obliged to keep certain personal data, in which case active processing of such data for other purposes will not be possible, but only keeping them for the purpose prescribed by law.

Personal data processed by the Bank may be disclosed to third parties on the basis of:

- 1) consent of the person whose data are processed;
- 2) execution of a contract in which one of the parties is the person whose data are processed;
- 3) provisions of the law.

Personal data may be submitted to state bodies and other bodies to which the Bank is authorized or obliged to submit personal data on the basis of the laws governing such submission. Personal data may also be submitted to persons with whom the Bank has a contractual relationship, including service providers and persons engaged by the Bank who, due to the nature of the work they perform, have access to personal data, as well as to the banking group to which the Bank belongs with seat in a country signatory of the Convention of the Council of Europe on the protection of individuals with regard to the automatic processing of personal data. All persons who, due to the nature of their work with or for the Bank, have access to personal data are obliged to keep such personal data as banking or business secrets in accordance with the Law on Banks and other regulations governing data secrecy. Contracts with such persons have been aligned with the requirements of the Law on Personal Data Protection.

The data subject is entitled to revoke his consent at any time (if the personal data are given on the basis of consent). Revocation of consent does not affect the lawfulness of processing based on consent prior to its revocation. Prior to giving consent, the data subject shall be notified accordingly. The bank is obliged to ensure that revocation of consent is as simple as giving the consent.

The User explicitly agrees that the Bank may forward data on the User, documentation that makes the User's file, as well as other data considered business or banking secret, and provide access to such data to: Credit Bureau at the Association of Serbian Banks, external auditors of the Bank, Forum for the Prevention of Credit Abuse and the Forum for the Prevention of Payment Card Abuse of the Serbian Chamber of Commerce, the Banking Group and members of the banking group which the Bank belongs to, members of its bodies and shareholders, persons employed or engaged with the Bank, other persons that must have access to such data, to a third party hired by the Bank to collect receivables, payment card processors and insurance companies with which the Bank has concluded appropriate agreements, to the competent tax authorities in order to share data with tax authorities of other countries on the basis of concluded bilateral or multilateral agreements with third parties with whom the Bank has concluded business cooperation agreements that are necessary for the realization of the business relationship or are related to the business relationship between the Bank and the User, as well as all to other competent authorities and persons to whom the Bank is obliged to provide such data.

### **XXIII Court Jurisdiction**

In case of litigation arising out of or in connection with this Agreement, the Bank and User shall attempt to settle their differences amicably, failing which, they shall refer the dispute to a court with jurisdiction, in accordance with the law.

### **XXIV Final and Closing Provisions**

The provisions of the law regulating the area of payment services, obligations, financial services, interchange fees and payment transactions based on payment cards, as well as other laws and regulations in the Republic of Serbia shall apply to everything that has not been regulated by the Framework Agreement.

The provisions of these General Terms and Conditions shall enter into force on the date of their adoption by the Board of Directors of the Bank and shall apply as of October 30<sup>th</sup>, 2021.

On the day of application of these General Terms, the Conditions the Terms and Conditions for payment services for individuals adopted at the session of the Board of Directors no. 17/21-1.1 and effective as of August 5<sup>th</sup>, 2021 cease to be valid.

**President of the Board of Directors**

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