



PRILOG 1
OPŠTIH USLOVA I PRAVILA
POSLOVANJA

OPŠTI USLOVI
I PRAVILA POSLOVANJA
SA KLIJENTIMA
FIZIČKIM LICIMA,
PREDUZETNICIMA I
POLJOPRIVREDNICIMA

APPENDIX 1
OF GENERAL BUSINESS TERMS AND
CONDITIONS

GENERAL TERMS AND
CONDITIONS OF PERFORMING
BANKING OPERATIONS WITH
CLIENTS PRIVATE INDIVIDUALS,
ENTREPRENEURS AND
FARMERS

1. UVOD

U skladu sa Zakonom o zaštiti korisnika finansijskih usluga ("Sl. glasnik RS", br. 65/2011 i 139/2014) (u daljem tekstu: **Zakon**), Opštim pravilima i uslovima poslovanja Banke i uz primenu dobrih poslovnih običaja, dobre poslovne prakse i fer odnosa prema klijentu, VTB Banka AD Beograd (u daljem tekstu: **Banka**) ovim **OPŠTIM USLOVIMA POSLOVANJA BANKE SA KLIJENTIMA FIZIČKIM LICIMA, PREDUZETNICIMA I POLJOPRIVREDNICIMA** kao Prilogom 1 Opštih uslova i pravila poslovanja Banke (u daljem tekstu: **Prilog 1**), utvrđuje standardne uslove poslovanja Banke koji se primenjuju na klijente fizička lica, preduzetnike i poljoprivrednike (u daljem tekstu i jednim imenom: **Klijenti**), uslove za uspostavljanje odnosa između Banke i Klijenata i postupak komunikacije između njih, kao i uslove za obavljanje poslovanja između Banke i Klijenata.

Na navedene kategorije klijenata se primenjuju odredbe ovog Priloga 1, ukoliko nisu u suprotnosti sa Prilogom 2, kao i odredbe Opštih odredbi Opštih uslova i pravila poslovanja Banke ukoliko nisu u suprotnosti sa odredbama ovog Priloga 1.

Klijentom, u smislu ovog Priloga 1, smatraju se fizička lica, preduzetnici i poljoprivrednici (jednim imenom: fizičko lice) koje koristi ili je koristilo finansijske usluge, ili se Banci obratilo radi korišćenja tih usluga, a finansijske usluge koristi u svrhe koje nisu namenjene njegovoj poslovnoj ili drugoj komercijalnoj delatnosti.

2. ISTICANJE OPŠTIH PRAVILA POSLOVANJA

Banka je dužna da na vidnom mestu u svojim poslovnim prostorijama u kojima nudi usluge i na Internet stranici, i to najkasnije 15 dana pre početka njihove primene, obezbedi da se Klijent upozna sa opštim uslovima poslovanja na srpskom jeziku, da mu pruži odgovarajuća objašnjenja i instrukcije koji se odnose na primenu ovih uslova u vezi sa određenom finansijskom uslugom, kao i da mu, na njegov zahtev, u pisanoj formi ili na drugom trajnom nosaču podataka dostavi te uslove bez odlaganja.

Banka je dužna da u poslovnim prostorijama u kojima nudi usluge i na internet stranici drži istaknuto obaveštenje o vrednosti ugovorenih promenljivih elemenata na dnevnom nivou.

3. OBAVEŠTAVANJE KLIJENTA U PREDUGOVORNOJ FAZI

Banka Klijentu pruža informacije i odgovarajuća objašnjenja o uslovima koji se odnose na ugovor o depozitu, kreditu, dozvoljenom prekoračenju, odnosno o otvaranju i vođenju računa, kao i na ugovor o izdavanju i korišćenju kreditne kartice (u daljem tekstu: **ponuda**), na način koji će Klijentu

1. INTRODUCTION

By this **GENERAL TERMS AND CONDITIONS OF PERFORMING BANKING OPERATIONS WITH PRIVATE INDIVIDUALS** (hereinafter: **Appendix 1**) as an Appendix 1 of the General Business Terms and Conditions of the Bank, VTB Bank JSC Belgrade (hereinafter: **Bank**), in accordance with the Law on the Protection of Financial Services Clients ("Official Gazette" no. 65/2011 and 139/2014) (hereinafter: **the Law**), General Business Terms and Conditions of the Bank and with application of good business practice and fair treatment of the client, regulates in detail the manner and procedure for implementation of general terms and conditions applied by the banks to its clients private individuals, entrepreneurs and farmers (hereinafter **Clients or/and Private individuals**), and the procedure for their mutual communication, as well as the terms for transactions between them.

On the abovementioned categories of clients provisions of this Appendix 1 shall be applied, if they are not inconsistent with the provisions of the Appendix 2, as well as General Provisions of the General terms and conditions if they are not inconsistent with the provisions of the Appendix 1.

In terms of these Rules, Client of the Bank shall be understood as a private individual, i.e. natural person who is using or who has used financial services, or who approached the Bank with an intention of using these services, and who is using financial services for the purposes outside his trade, business or profession

2. INDICATING GENERAL TERMS AND CONDITIONS

The bank shall in a visible place in its premises in which the services offered and on the web site of the Bank, and not later than 15 days before their application, ensure that the client meets with general business conditions in the Serbian language, to provide him with adequate explanations and instructions relating to the use of these terms in connection with certain financial services and, at his request, to deliver him these conditions in writing or another durable medium without delay

The bank shall at the business premises in which offers services and on the website of the Bank hold a prominent notice on the value of contracted variable elements on a daily basis

3. PRE-CONTRACTUAL INFORMATION TO THE CLIENT

The bank shall provide the Client with information on and relevant explanations of the terms referring to the deposit, credit, authorized overdraft facility, opening and maintaining of an account and on the agreement on issuing and use of a credit card (hereinafter: **offer**) in a manner that will enable the client to

omogućiti da uporedi ponude različitih davalaca istih usluga i proceni da li ponuđeni uslovi odgovaraju njegovim potrebama i finansijskoj situaciji, ali koji Klijenta nijednog trenutka neće dovesti u zabludu.

Banka je dužna da Klijentu uslugu ponudi u dinarima, osim ako Klijent ne zahteva da mu se usluga ponudi u dinarskoj protivvrednosti strane valute, odnosno u stranoj valuti, u skladu sa propisima kojima se uređuje devizno poslovanje.

Banka će klijentu u pismenoj formi ukazati na rizike koje preuzima kada se usluga pruža u dinarskoj protivvrednosti strane valute, odnosno u stranoj valuti.

Ponuda se ispisuje na propisanom obrascu, na papiru ili drugom trajnom nosaču podataka i sadrži elemente predviđene Zakonom.

Banka je dužna da Klijenta koji namerava da zaključi Ugovor sa Bankom obavesti da, na svoj zahtev, može dobiti bez naknade tekst nacrtu ugovora – kao predlog za njegovo zaključivanje

Pre zaključenja ugovora o kreditu ili ugovora o izdavanju i korišćenju kreditne kartice, Banka je dužna da ponudu, odnosno informacije i nacrt ugovora dostavi licu koje namerava da pruži sredstvo obezbeđenja, osim kod kredita kod kojih je korisnik tog kredita istovremeno i vlasnik stvari koja je predmet založnog prava, odnosno hipoteke ili će postati vlasnik te stvari na osnovu kupoprodajnog posla za čiju realizaciju bi se odobrila sredstva.

Banka je u obavezi da u dosijeu Klijenta čuva ugovor i ugovornu dokumentaciju (ugovor, nacrt ugovora, pregled obaveznih elemenata, plan otplate/isplate, aneks ugovora sa novim planom otplate, obaveštenja, opomene i dr.).

4. IZMENA ELEMENATA UGOVORA

U slučaju da Banka namerava da izmeni neki od:

4.1. obaveznih elemenata ugovora, dužna je da pribavi pismenu saglasnost Klijenta pre primene te izmene. U slučaju da Klijent nije saglasan sa izmenom, Banka ne može iz tog razloga jednostrano izmeniti uslove iz ugovora, niti ugovor jednostrano raskinuti, odnosno otkazati.

U slučaju da se visina fiksne kamatne stope ili fiksnog elementa promenljive kamatne stope menjaju u korist klijenta, te izmene se mogu primenjivati odmah i bez prethodne saglasnosti. U tom slučaju, Banka bez odlaganja obaveštava Klijenta u pismenoj formi ili na drugom trajnom nosaču podataka navodeći datum od kada se primenjuju ove izmene, i dostavlja mu izmenjeni plan otplate kredita, odnosno plan isplate depozita.

4.2. elemenata koji nisu obavezni, dužna je da Klijenta, bez naknade, obavesti najkasnije 15 dana pre početka primene tih izmena.

U slučaju da se predmetne izmene u korist Klijenta te izmene se mogu primenjivati odmah. U tom slučaju, Banka bez odlaganja obaveštava Klijenta u pismenoj formi ili na drugom trajnom nosaču podataka navodeći datum od kada se primenjuju ove izmene.

compare different offers of providers of the same services and assess whether the offered conditions of services suits his needs and financial situation, but which would not be misleading to the client at any time.

The bank is obliged to offer the service to the client in dinars except in the case of the request of the Client for providing the service in dinar equivalent of foreign currency and/or in foreign currency, in accordance with the legislation regulating foreign exchange operations.

If case of services provided in dinar equivalent of foreign currency or in foreign currency, the bank shall warn the Client of the risks he assumes in such a case.

The offer shall be supplied on a proper form, on paper or other durable medium and shall include elements enacted by the Law.

The bank is obliged to inform the Client who intends to conclude a contract with a bank that, at his own request and free of charge, he can be provided with the draft contract - as a proposal for its conclusion.

Prior to the conclusion of the Loan agreement or Agreement on the issuance and use of credit cards, Bank is obliged to deliver the Offer, i.e. information and the draft contract, to the person who intends to provide collateral, except for loans for which the user of the loan is the owner of the property which is subject of the pledge or mortgage or it will become the owner of this property on the basis of sales transaction for which realization funding would be granted.

The Bank is obliged to file the user keeps contract and contractual documents (contracts, draft contracts, review the compulsory elements, repayment plan / payment, annex to the contract with the new repayment schedule, notifications, reminders, etc.).

4. CHANGE OF THE ELEMENTS OF THE CONTRACT

In the event that the Bank intends to amend some of:

4.1. mandatory elements of the contract, it shall obtain the written consent of the Client before applying the changes. If the Client does not agree with the amendment, the Bank can not therefore unilaterally change the terms of the contract or contract unilaterally terminate or cancel.

In the event that the amount of fixed interest rate or a fixed element of variable interest rates is changing in favor of the client, these changes can be implemented immediately and without prior consent. In this case, the Bank shall immediately notify the Client in writing or another durable medium of specifying the date of their application, and submit the revised plan of repayment of loan or deposit payment schedule.

4.2. elements which are not mandatory, it shall notify the Client, free of charge, at least 15 days before the implementation of these changes.

In the event that the relevant amendment is in favor of the Client, this amendment can be implemented immediately. In this case, the Bank shall immediately notify the Client in writing or another durable medium of specifying the date of their application.

USLOVI POD KOJIMA BANKA PRUŽA USLUGE KLIJENTIMA FIZIČKIM LICIMA

5. Primanje depozita

Banka u svom poslovanju prima neoročene i oročene depozite Klijenata fizičkih lica.

5.1. Neoročeni depoziti, odnosno štedni ulozi (a vista, štednja po viđenju) – Klijent deponovanim sredstvima može raspolagati slobodno uz obavezu prethodnog obaveštavanja banke za iznose preko 600.000,00 RSD ili odgovarajuće devizne protivrednosti, najmanje jedan radni dan pre nameravanog raspolaganja.

5.2. Oročeni depoziti – Klijent deponovanim sredstvima može raspolagati:

- Po isteku ugovorenog perioda oročenja slobodno – uz obavezu prethodnog obaveštavanja banke za iznose preko 600.000,00 RSD, ili odgovarajuće devizne protivrednosti, najmanje jedan radni dan pre nameravanog raspolaganja.
- Pre isteka ugovorenog perioda oročenja na pisani zahtev Klijenta – u kom slučaju Klijent umesto ugovorene ostvaruje pravo na kamatu za vreme tokom kog su sredstva bila deponovana kod Banke, po kamatnoj stopi koju Banka plaća za uloge po viđenju.
- Kod uloga za mogućnošću reoročenja, klijenti mogu u roku od 30 (trideset) dana od dana prijema obaveštenja Banke o roku i uslovima reoročenja raskinuti ugovor u pisanoj formi, u kom slučaju ima pravo na ugovorenu kamatu do dana raskida ugovora,

5.3. Na depozite Klijenata Banka primenjuje:

- a) Nominalnu kamatnu stopu koja se iskazuje kao određeni procenat i
- b) Nominalnu kamatnu stopu koja se iskazuje kao referentna kamatna stopa koja se javno objavljuje i koja predstavlja promenljivi elemenat nominalne kamatne stope, uvećanu za procenat marže koja je nepromenljivi elemenat ove nominalne kamatne stope.

Korekcija promenljivih nominalnih stopa, usled promene referentne kamatne stope, utvrđivanje nove vrednosti referentne stope i njena primena se vrši u skladu sa odredbama ugovora zaključenim između Klijenta i Banke.

5.4. Banka ne vrši indeksaciju depozita niti revalorizaciju deponovanih iznosa.

5.5. Metod obračuna kamate: konformni, osim u slučaju namenskih garantnih depozita kod kojih je metod obračuna isti kao kod njima obezbeđenih kredita.

5.6. Bez troškova i naknada koje padaju na teret Klijenta.

5.7. Prihod Klijenta ostvaren po osnovu kamate na devizne štedne i druge depozite građana je oporeziv, shodno odredbama Zakona o porezu na dohodak građana Republike Srbije, i obaveza izmirenja poreskih obaveza

TERMS AND CONDITIONS SUBJECT TO WHICH BANK PROVIDES SERVICES TO THE CLIENTS

5. Receipt of Deposits

In its operations, the Bank shall receive term and demand deposits from Clients private individuals, under minimum of requirements, as follows:

5.1. Demand deposits, i.e. savings (a vista, savings at sight)

- The client could dispose of assets freely, with obligation of previous notification to the Bank for amount exceeding RSD 600.000, or corresponding foreign currency counter value, no less than one business day before planned disposing of.

5.2. Term deposits – Client could dispose of deposits, as follows:

- After the expiry of contracted term period freely – with obligation to notify the Bank previously for all amounts exceeding RSD 600.000,00 or corresponding foreign currency counter value, no less than one business day prior to planned disposing of.
- After the expiry of contracted term period at Client's request in writing – in which case the Client shall be entitled to interest for the time during which assets were deposited with the Bank at interest rate the Bank is paying for demand deposits instead of contracted interest.
- Regarding deposits with re-term possibility, the client shall be entitled to terminate the contract within 30 days from receipt of the information from the Bank about the new extended term of deposit and of the new interest rate, in which case client is entitled to receive interest agreed for the expired term

5.3. The Bank shall apply to Client's deposits:

- a) **nominal interest rate** defined as the certain percentage and
- b) **nominal interest rate** defined as the referent interest rate which is officially published and which is variable element of nominal interest rate plus the percentage of margin which is non-variable element of this nominal interest rate.

Corrections of variable nominal rates, due to changes in reference interest rate, establishment of the new value of reference rate and its application shall be made pursuant to agreement concluded between the bank and the client.

5.4. The Bank shall perform neither deposit indexation nor deposited amounts revaluation.

5.5. Method of calculating interest: conformal, except in case of special purpose guarantee deposits in which the method of calculating is the same as in related secured credit facility.

5.6. No costs and expenses on Client's account.

5.7. Client's income realized based on interest on f/x savings and other deposits of citizens shall not be subject to taxation pursuant to provisions of the Law on income tax of the Republic of Serbia citizens and obligation of settling tax

pada na teret Klijenta.

Banka, kao isplatalac prihoda od kamata, u obavezi je, u skladu sa relevantnim propisima Republike Srbije, da iznos poreske obaveze Klijenta po ovom osnovu obračuna, obustavi i u njegovo ime i za njegov račun uplati po odbitku.

- 5.8.** Banka osigurava depozite u visini propisanoj Zakonom o osiguranju depozita Republike Srbije, koja u momentu donošenja ovih Opštih pravila poslovanja sa fizičkim licima iznosi 50.000 EUR, po klijentu.

6. Odobrovanje kredita

Pre zaključenja ugovora o kreditu, ugovora o dozvoljenom prekoračenju računa i ugovora o izdavanju i korišćenju kreditne kartice, banka je dužna da kreditnu sposobnost klijenta proceni na osnovu podataka koje im je dostavio i uvida u bazu podataka o zaduženosti klijenta na osnovu njegove potpisane saglasnosti.

Banka u svom poslovanju odobrava Klijentima kredite, dozvoljena prekoračenja po tekućem računu i limite zaduženja po kreditnoj kartici (u daljem tekstu **Kreditni proizvodi**), sa minimumom uslova datim u nastavku:

- 6.1.** Kreditni proizvodi se odobravaju u RSD, i to:

a) bez valutne klauzule – kreditni proizvodi bez valutne klauzule ne predviđaju indeksaciju/revalorizaciju

b) sa valutnom klauzulom – kreditni proizvodi su indeksirani u EUR i odobravaju se u dinarskoj protivvrednosti odgovarajućeg iznosa EUR prema zvaničnom srednjem kursu Banke za EUR na dan puštanja sredstava u tečaj.

Pri obračunu visine obaveza Klijenta banka primenjuje zvanični srednji kurs Banke za EUR na dan dospeća obaveze, odnosno plaćanja u slučaju da Klijent obavezu izmiri nakon dana dospeća, kao i u slučaju prevremene otplate kredita.

U slučaju da klijent uplati dospelu obavezu pre datuma dospeća, ukoliko dođe do porasta kursa na datum dospeća, dužan je da doplati razliku, a ukoliko dođe do pada kursa, razlika će ostati na depozitnom kontu i iskoristiće se prilikom plaćanja sledeće mesečne obaveze

- 6.2.** Kreditni proizvodi se odobravaju uz primenu:

a) Nominalne kamatne stope koja se iskazuje kao određeni procenat i

b) Nominalne kamatne stope koja se iskazuje kao referentna kamatna stopa koja se javno objavljuje i koja predstavlja promenljivi elemenat nominalne kamatne stope, uvećane za procenat marže koja je nepromenljivi elemenat ove nominalne kamatne stope.

Korekcija promenljivih nominalnih stopa, usled promene referentne kamatne stope, utvrđivanje nove vrednosti referentne stope i njena primena se vrši u skladu sa odredbama ugovora zaključenim između Klijenta i Banke.

liabilities shall be on Client's account.

The Bank, as payer of interest incomes shall be bound, pursuant to relevant Republic of Serbia regulations, to calculate and withhold the amount of Client's tax liability on such basis, and to pay on Client's behalf and for their account after deduction.

- 5.8.** The Bank shall insure deposit to the amount provided for under the Republic of Serbia Law on deposit insurance, amounting to EUR 50.000, per Client, at the moment of passing these General Rules of business operations with natural persons.

6. Approving credit facilities

Before the conclusion of the loan agreement, the agreement on overdraft and the agreement on issuance and use of credit cards, the bank is obliged to assess the creditworthiness of the Client based on the data they submit and access to a database of indebtedness of the clients based on Client's signed consent

In its operations, the Bank shall provide its Clients with credits, overdrafts and limits of indebtedness under the credit card (hereinafter referred to as: **Credit facilities**), with minimum of requirement as set below:

- 6.1.** Credit facilities shall be approved in RSD, as follows:

a) Without f/x clause – credit facilities without f/x clause shall not envisage indexation/revaluation

b) With f/x clause – credit facilities shall be indexed in EUR and shall be approved in RSD counter value of appropriate EUR amount at official middle rate of the Bank for EUR on date of disbursement.

When calculating the level of Client's obligation, the Bank shall apply official middle rate of the Bank for EUR on the due date, and/or payment in case when Client has settled liability after the due date, as well as in case of premature credit repayment.

In case when Client has paid due amount before the due date, if the exchange rate has grown, client shall be bound to pay the difference, and if the exchange rate has fallen, the difference shall be kept on deposit account and be used when paying next monthly obligation.

- 6.2.** Credit facilities shall be approved by applying:

a) nominal interest rate defined as certain percentage

b) nominal interest rate defined as referent interest rate which is officially published and which is variable element of nominal interest rate plus the percentage of margin which is non-variable element of this nominal interest rate.

Corrections of variable nominal rates, due to changes in reference interest rate, establishment of the new value of reference rate and its application shall be made pursuant to agreement concluded between the bank and the client.

- 6.3. metod obračuna kamate: proporcionalni;
6.4. U slučaju docnje u izmirenju obaveza Klijenta, Banka primenjuje ugovorenu zateznu kamatnu stopu.

Izuzetno od odredbi prethodnog stava ove tačke, Banka je ovlašćena da u slučaju docnje primenjuje kamatnu u visini zakonske zatezne kamate ukoliko je ona viša od kamatne stope navedene u prethodnom stavu;

- 6.5. Banka naplaćuje proviziju za obradu kreditnog zahteva, koja se naplaćuje jednokratno.
6.6. Provizija za otvaranje i održavanje računa kreditne partije se ne naplaćuje.
6.7. Prevrmena **otplata:**
a) **Ugovori zaključeni do 05.12.2011.** – Klijent ima pravo da izvrši potpunu ili delimičnu prevremenu otplatu kredita u kom slučaju je dužan da Banci plati naknadu u visini utvrđenoj ugovorom, ukoliko je ista ugovorena u nominalnom iznosu.
b) **Ugovori zaključeni nakon 05.12.2011.** – Klijent ima pravo da bez naknade izvrši potpunu ili delimičnu prevremenu otplatu kredita, uz obavezu da o tome pismeno izvesti Banku i podnese zahtev za prevremenu otplatu kredita najmanje 2 dana pre nameravanog dana prevremene otplate

- 6.8. Kao obezbeđenje potraživanja Banke, Klijent je dužan pružiti Banci sledeća sredstava obezbeđenja, u skladu sa Ugovorom zaključenim sa Bankom:
a) Solo blanko menica – Klijenta kredita i Solo blanko menica potpisana od strane žiranta (jemca), ukoliko je predviđen.
b) Kreditno sposobni žirant(i) prihvatljiv(i) za Banku
c) Garantni depozit
d) Hipoteka I reda u korist Banke, procenjene od strane ovlašćenog procenjivača.
e) Polisa osiguranja Nacionalne korporacije za osiguranje stambenih kredita (NKOSK) za stambene kredite osigurane NKOSK.
f) Zaloga na pokretnoj imovini i hartijama od vrednosti (osim akcija)
g) Jemstvo pravnog lica (sa zadovoljavajućim bonitetom)
h) Drugi kolateral prihvatljiv prema mišljenju Sektora za upravljanje rizicima

Pored sredstava obezbeđenja iz prethodnog stava, Klijent je dužan Banci pružiti, kao instrumente urednog izmirenja obaveza, i Administrativnu zabranu na redovna lična primanja (Klijenta i žiranta/jemca, ukoliko je predviđen) i trajni nalog po računu otvorenom kod Banke (dinarskom ili deviznom).

U toku perioda otplate kredita zamena konstituisanih sredstava obezbeđenja je moguća:

- Na obrazloženi zahtev Klijenta i uz saglasnost Banke
- Na zahtev Banke, ukoliko bilo koji od instrumenata obezbeđenja predviđenih Ugovorom izgubi pravnu valjanost ili promeni vrednost tako da po mišljenju

- 6.3. Method of interest calculation: proportional;
6.4. In case of default in meeting Client's obligations, the Bank shall apply contracted penalty interest rate. Exceptionally from the provisions under previous paragraph of this item, the Bank shall be authorized to apply interest, in case of default, amounting to legal default interest if such is higher than interest rate from the previous paragraph above;

6.5. The Bank shall charge commission for processing credit application, which commission shall be one-off.

6.6. Commission for opening and keeping account, credit accounts shall not be charged.

6.7. Early repayment:

- a) **Contracts concluded before 05/12/2011** – The Client shall be entitled to discharge fully or partially his obligations under a credit agreement at any time, in which case he shall be bound to pay the Bank fee in the amount provided for under the agreement if nominal value of this fee is defined by the contract.
b) **Contracts concluded after 05/12/2011** – The Client shall be entitled to discharge fully or partially his obligations under a credit agreement at any time, free of charge, in which case he shall be entitled to a reduction in the total cost of the credit for the amount of interest and the costs for the remaining duration of the contract.

6.8. As security for Bank's claims, the Client shall be bound to provide the Bank following security instruments, pursuant to the Agreement concluded with the Bank.

- a) Solo bill – of credit beneficiary and solo bill signed by guarantor (warrantor), if provided for.
b) Creditworthy guarantor(s) acceptable for the Bank
c) Guarantee deposit
d) I rank mortgage in favor of the Bank, assessed by authorized appraiser.
e) Insurance policy of National Mortgage Insurance Corporation (NMIC) for housing credits insured by NMIC
f) Pledge on movable property and securities (except shares)
g) Guarantee of legal entity (of satisfactory solvency)
h) Other collateral acceptable pursuant to the opinion of Risk Management Division.

Besides security instruments under previous paragraph, the Client shall be bound to provide the Bank with administrative ban for regular personal incomes (of client and guarantor/warrantor, if provided for) and permanent payment order for account open with the Bank (RSD or f/x).

During the period of credit repayment, it is possible to change established security instruments, as follows:

- At Client's explained request and with Bank's consent
- At Bank's request, in case when any of the security instruments provided for under the Agreement has lost their legal validity or changed value and, in the Bank's

Banke više ne pruža dovoljno obezbeđenje za obaveze Klijenta, Klijent je u obavezi da do konačnog izmirenja svih svojih ugovornih obaveza, na zahtev i poziv Banke dostavi i druge instrumente obezbeđenja koje po mišljenju Banke u dovoljnoj meri obezbeđuje njegova potraživanja.

Pri zaključenju ugovora o kreditu, Banka uručuje Klijentu, jedan primerak plana otplate i pregled obaveznih elemenata kredita,

Nakon zaključenja ugovora o kreditu, banka je dužna da licu koje je dalo sredstvo obezbeđenja dostavi kopiju tog ugovora s planom otplate i pregledom obaveznih elemenata, osim ako je korisnik tog kredita istovremeno i davalac obezbeđenja ili će postati vlasnik stvari koja je predmet hipoteke ili drugog založnog prava na osnovu kupoprodajnog posla za čiju realizaciju su odobrena sredstva tog kredita.

Klijent, odnosno davalac sredstava obezbeđenja ima pravo da, nakon potpunog izmirenja obaveza prema Banci po određenom ugovoru, preuzme neiskorišćena sredstva obezbeđenja data po tom ugovoru, uključujući i sredstva obezbeđenja koja su upisana u odgovarajući registar.

7. Dozvoljeno prekoračenje po tekućem računu

Prava i obaveze Banke i Klijenta, kao i uslovi odobravanja i korišćenja dozvoljenog prekoračenja po tekućem računu se utvrđuju ugovorom zaključenim između Banke i Klijenta u skladu sa ovim Prilogom 1 i Prilogom 2 Opštih uslova i pravila poslovanja.

Banka je dužna da najmanje jednom mesečno dostavi Klijentu bez naknade, u pismenoj formi ili na drugom trajnom nosaču podataka, obaveštenje - izvod o svim promenama na njegovom računu. Na zahtev Klijenta Banka je dužna da mu to obaveštenje dostavi bez odlaganja, uz pravo na naknadu.

Posle zaključenja ugovora o dozvoljenom prekoračenju računa, banka je dužna da i davaocu sredstava obezbeđenja dostavi kopiju ugovora sa pregledom obaveznih elemenata dozvoljenog prekoračenja računa, osim ako je Klijent istovremeno i davalac sredstava obezbeđenja.

8. Kreditne kartice

8.1. Banka u svom poslovanju, na osnovu Ugovora zaključenog sa klijentom, izdaje i daje na korišćenje klijentima VISA i DinaCard **kreditne kartice** (koje omogućavaju raspolaganje sredstvima do iznosa odobrenog kreditnog limita), koje mogu biti:

a) osnovna kartica

b) dodatna kartica - na zahtev Klijenta korisnika osnovne kartice Banka može da izda i dodatne kartice. Troškovi nastali korišćenjem dodatnih kartica terete račun Klijenta korisnika osnovne kartice koji je isključivo odgovoran za korišćenje svoje i dodatnih kartica u skladu sa ovim Pravilima.

Kreditne kartice:

- su vlasništvo Banke na čiji zahtev moraju biti vraćene.

opinion, has not provided sufficient security for Beneficiary's obligations, the Beneficiary shall be bound to deliver, until the final settlement of their contractual obligations and at Bank's request and call, other security instruments, which shall represent sufficient security for their obligations in Bank's opinion.

At the conclusion of the loan agreement, Bank issues the client, a copy of the repayment plan and the review of the mandatory elements of the loan.

After the conclusion of the loan agreement, Bank is obliged to submit a copy of the contract with the repayment schedule, and the review of the mandatory elements, to the provider of collateral except for loans for which the user of the loan is the owner of the property which is subject of the pledge or mortgage or it will become the owner of this property on the basis of sales transaction for which realization funding would be granted.

Client or provider of collateral has the right, upon full settlement of all obligations towards the Bank, to take unused collateral including collateral which are registered in the appropriate register.

7. Authorized Overdraft Facility

Mutual rights and obligations, as well as terms and conditions of granting and using Authorized Overdraft Facility shall be determined by the agreement concluded between the Banka and the Client in accordance with provisions of this Appendix 1 and Appendix 2 of this General terms and conditions.

Bank is obliged to submit at least once a month and free of charge, to the Client in writing or on another durable medium, notice – statement on all changes on its account. On Client's request Bank is obliged to submit said notification to the Client without delay and with the right to compensation

After the conclusion of the Overdraft agreement, Bank is obliged to submit a copy of the contract with the repayment schedule, and the review of the mandatory elements, to the provider of collateral except in case that the Client is the provider of collateral at the same time.

8. Credit Cards

8.1. In its operations, based on the Agreement concluded with the Client, the Bank shall issue and give Clients to use **credit payment cards** (which allows disposal of assets on accounts up to the credit limit granted by the Bank) which can be:

a) Basic card

b) Additional card – at the basic card Holder's request, the Bank can also issue additional cards.

Expenses arisen from using additional cards shall debit the account of basic card Holder. The Client, holder of the basic card, shall be exclusively responsible for using their and additional cards pursuant hereto

Credit cards:

- Are the properties of the Bank, at the request of which they must be returned.

- glase na ime Klijenta i nisu prenosive na drugo lice.
- Klijent ne sme ostavljati kao zalog ili sredstvo obezbeđenja plaćanja

8.2. Izdavanje kartica:

- Kreditne kartice Banka izdaje punoletnim licima na osnovu popunjenog Zahteva.
- Odluku o izdavanju kartice donosi Banka.
- Klijent, prilikom izdavanja kartice i prilikom njenog obnavljanja i reizdavanja, Banci plaća **naknadu na ime izdavanja i korišćenja** kartice u skladu sa Ugovorom zaključenim sa Bankom. Banka je ovlašćena da naplatu predmetne naknade izvrši zaduženjem računa Klijenta kartice.
- Obavezni elementi Ugovora o izdavanju i korišćenju kreditne kartice su propisani Zakonom.
- Posle zaključenja ugovora o izdavanju i korišćenju kreditne kartice, Banka je dužna da davaocu sredstava obezbeđenja dostavi kopiju tog ugovora s pregledom obaveznih elemenata, osim ako je korisnik kreditne kartice istovremeno i davalac sredstva obezbeđenja.
- Banka može da odobri i isporuči i druge prateće usluge uz izdavanje i korišćenje kreditne kartice (npr. trajni nalog, osiguranje, elektronsko bankarstvo, sms obaveštenja, sms plaćanja i slično)

8.3. PIN kod (personalni identifikacioni broj)

Banka će klijentu uručiti karticu i PIN kod (personalni identifikacioni broj), koji se smatra elektronskim potpisom Klijenta. Obaveza Klijenta je da karticu, odmah po prijemu, potpiše. Nepotpisana kartica je nevažeća, a eventualne finansijske posledice u slučaju zloupotrebe nepotpisane kartice snosi Klijent. Obaveza Klijenta je da dodeljeni PIN drži u tajnosti, kako bi zaštitio karticu od zloupotreba. PIN se ne zapisuje na kartici ili bilo kom drugom dokumentu koji se drži uz karticu. U suprotnom, Klijent snosi eventualne finansijske posledice u slučaju zloupotrebe platne kartice u skladu sa Zakonom.

8.4. Rok važnosti kartice – kreditna kartica ističe poslednjeg dana u mesecu i godini koji su naznačeni na kartici.

Kartica čiji je rok važnosti istekao ne sme biti korišćena.

8.5. Korišćenje kartice

- a) Kreditne kartice se mogu koristiti na svim mestima na kojima je istaknut njihov znak: DinaCard i VISA.
- b) Kreditna kartica može da se koristi u zemlji i inostranstvu (samo kartice iz VISA programa) za plaćanje roba i usluga na fizičkim prodajnim mestima, kao i na online prodajnim mestima (samo kartice iz VISA programa).
- c) Klijent je dužan da na zahtev prodavca roba i/ili usluga – „Akceptanta“ preda karticu kojoj je od strane Banke uskraćeno pravo korišćenja.
- d) Klijent je dužan da prilikom plaćanja roba i/ili usluga na akceptantskom mestu koje je opremljeno POS terminalom lično unese svoj PIN ako to od njega zatraži Akceptant. Klijent ne sme akceptantu niti bilo kom drugom licu saopštavati svoj PIN.
- e) Za izvršeno plaćanje, prodajno mesto izdaje kopiju slipa/računa i Klijent je dužan da primerak slipa/računa koji ostaje Akceptantu, po potrebi potpiše na način kako je potpisao karticu čime garantuje da je iznos tačan i da će ga izmiriti u

- shall be on the Client's name and are not transferrable
- Client must not leave them as pledge or security instrument for the payment

8.2. Cards Issuing

- Credit cards shall be issued by the Bank pursuant to the filled in Request submitted by a person of the age;
- Decision on issuing card shall be made by the Bank.
- Client shall pay the Bank **fee for issuing and using** card pursuant to the Agreement concluded with the bank, at the issuing as well at its renewing and reissuing. The Bank shall be authorized to collect subject fee by debiting Card holder's account.
- Mandatory elements of the Agreement on issuance and use of Credit Cards are determined by the Law.
- After the conclusion of the Agreement on issuance and use of Credit Cards, Bank is obliged to submit a copy of the contract with the repayment schedule, and the review of the mandatory elements, to the provider of collateral except in case that the Client is the provider of collateral at the same time
- The Bank may grant and provide other support services to the issuance and use of credit cards (e.g. a standing order, insurance, electronic banking, SMS notification, SMS payments, etc.)

8.3. PIN code (personal identification number)

Client shall be delivered PIN code (personal identification number) by the Bank, which shall be considered as a Client's signature. Client must sign the card immediately after its receiving. Non-signed cards shall be invalid and possible financial results in case of non-signed card misuse shall be borne by the Client. Client's obligation shall be to keep delivered PIN confidential, in order to protect the card from misuse. PIN shall be written neither on the card nor on any other document kept with the card. Otherwise, possible financial results in case of payment card misuse shall be borne by the Client in accordance with the Law.

8.4. Validity of the card – Validity of the card shall expiry on the last day of the month and year specified on the card.

A card having validity period expired must not be used.

8.5. Card Using

- a) Credit cards can be used at all places having their sign posted: Maestro, MasterCard, DinaCard and VISA.
- b) Credit cards can be used at home and abroad (only cards from the VISA program) to pay for goods and services at retail points of sale, as well as online retail resellers (only cards from the VISA program).
- c) At the request of the good and/or services vendor – "Acceptor", Client shall be obliged to deliver the card which using rights have been revoked by the Bank.
- d) Client shall be obliged, when paying for goods and/or services at the acceptor's equipped with POS terminuses, to enter their PIN personally if asked by the Acceptor. Client must reveal their PIN neither to acceptor nor to any other person.
- e) For payments made. Point of sales shall issue a copy of slip/bill and Client must sign Acceptor's copy of the slip/bill the same as in the card. Holder guarantees with their signature the accuracy of the amount and defrayment pursuant to the Agreement and these Rules. The slip (bill) copy shall be kept by the Client in case of

skladu sa Ugovorom i ovim Pravilima. Kopiju slipa (računa) zadržava Klijent za slučaj reklamacije. Za transakcije na online prodajnim mestima, podaci o izvršenoj transakciji evidentiraju se samo sistemski.

- f) Klijent može podizati gotovinu na šalterima banaka, pošta i bankomatima (ATM) gde je istaknut njihov znak (nalepnica - sa logotipom DinaCard i VISA platne kartice), uz korišćenje PIN-a.
- g) Elektronski zapisi sa bankomata i POS terminala predstavljaju dokaz o izvršenoj transakciji.
- h) Klijent može da proverava stanje na računu na bankomatima (ATM) shodno ugovoru sa bankom.

Limiti korišćenja – ugovorom sa Klijentom Banka ograničava broj transakcija koje klijent može obaviti na dnevnom i/ili periodičnom nivou kao i limit iznosa do kojeg Klijent može plaćati ili podizati gotovinu sa računa kartice.

8.6. Izvod – Banka dostavlja klijentu jednom mesečno izveštaj o stanju i novonastalim troškovima nastalim korišćenjem **Kreditne kartice**, pod čim se podrazumevaju sve transakcije, uplate, pripadajuće kamate i naknade nastale korišćenjem osnovne i/ili dodatne kartice u zemlji i u inostranstvu, za protekli period, kao i iznos i datum dospeća Minimalne mesečne uplate.

Klijent se izjašnjava da li mu se mesečni izvodi dostavljaju poštom na naznačenu adresu ili putem e-maila.

8.7. Plaćanje obaveza klijenta:

- a) Za **kreditne kartice** – Klijent je dužan da na dan dospeća obaveza obezbedi odgovarajuće pokriće na tekućem dinarskom i/ili deviznom računu, ako na dinarskom računu nema pokrića.
Klijent ovlašćuje Banku da zadužuje njegov dinarski račun za sva zaduženja nastala u zemlji i inostranstvu. Zaduzenja nastala korišćenjem kartice u stranoj valuti (osim EUR), prvo se konvertuju u settlement valutu Banke (EUR) po kursu kartične asocijacije (VISA www.visasemea.com/rs/exchange_rates.jpg), a zatim će biće preračunata iz EUR i naplaćena sa dinarskog računa po srednjem kursu Banke.
- b) Ako Klijent na dan dospeća obaveza ne obezbedi odgovarajuće pokriće u valuti u kojoj je obaveza izražena Banka je ovlašćena da bez naknadne saglasnosti Klijenta konvertuje raspoloživa sredstva Klijenta koja se vode na računima kod Banke u odgovarajuću valutu primenom važećeg srednjeg kursa Banke na dan konverzije.
- c) Klijent je u momentu potpisivanja Zahteva obavešten i upoznat o vrstama i visini naknada, koje se naplaćuju direktnim zaduženjem računa Kreditne kartice.
- d) Kamata na sve transakcije zaračunaveće se od dana knjiženja istih na račun Kreditne kartice, zajedno sa relevantnim naknadama, osim ako Okvirnim ugovorom nije drugacije definisano.
- e) Ukoliko Klijent ne izmiri obaveze po osnovu poslovanja sa karticama ni na jedan od navedenih načina, Banka će izvršiti zabranu daljeg korišćenja kartice.

complaint. For transactions on online retail resellers, information on the transaction are recorded only in the system of the Bank.

- f) Client can withdraw cash in the Bank's and post offices or on ATMs having posted its sign (banner - with Maestro, MasterCard, DinaCard and VISA logo), using PIN.
- g) Electronic records from ATMs and POS terminus shall be evidence on made transaction.
- h) Client can check the balance on their account on the ATMs pursuant to agreement concluded with the Bank

The Limits – by the Agreement concluded with the Client Bank shall set limit for number of transaction the Client can make on daily and/or periodically basis, as well as limit up to which Client can withdraw cash from card account.

8.6. The Statement – Client shall be delivered report on balance and newly incurred expenses by the Bank monthly once. Expenses shall mean all transactions, payments, accrued interests and fees arisen from using basic and/or additional card in the country and abroad for the previous period, as well as the amount and due date of minimum monthly payments.

Client shall declare whether monthly statements would be delivered to him by postal service to the specified address or via e-mail.

8.7. Settlement of Client's obligation:

- a) For **credit cards** – Client must provide appropriate coverage on the RSD current and/or F/X account if there have been no sufficient coverage on RSD account.
Client shall authorize the Bank to debit their RSD account for all claims arisen in the country and abroad. Indebtedness arisen from using card in a foreign currency (other than EUR) is first converted to the settlement currency of the Bank (EUR) at the exchange rate of credit card associations (Visa www.visasemea.com/rs/exchange_rates.jpg), and then will be converted from EUR and collected from RSD account at a middle rate of the Bank.
- b) If the Client has not provided appropriate security in the currency of liability on the due date, the Bank shall be authorized to convert available Client's resources kept with the Bank into appropriate currency, without Client's additional consent, applying valid Bank's currency rate on the date of such conversion.
- c) Client at the time of signing of Application is informed and aware of the types and amounts of fees, which are charged by direct debiting of the account of the credit card.
- d) Interest on all transactions shall be calculated from the date of posting them on a credit card account, together with the relevant fees, unless the Framework Agreement otherwise specified.
- e) If Client has failed to meet liabilities under payment cards operations in any of the mention manners, the Bank shall exercise the ban of further card using.

8.8. Reklamacije i oštećena, ukradena ili izgubljena kartica

Postupak, prava i obaveze u slučaju uočenog neovlašćenog korišćenja podataka s kartice, oštećenja, krađe ili gubitka kartice, blokade kartice, krađe i gubitka kartice, odnosno u slučaju neovlašćenog korišćenja podataka s kartice uređuju se odredbama ugovora zaključenog između njih.

8.9. Otkaz korišćenja kartice – banka i klijent mogu jednostrano otkazati korišćenje kartice u skladu sa Ugovorom zaključenim između njih.

Sve transakcije zaključene do dana vraćanja kartice, kao i sve eventualne troškove snosi Klijent.

Pored odredbi ove tačke 8. Priloga 1, na prava i obaveze Banke i klijenata povodom izdavanja i korišćenja kreditnih kartica Banke za izvršavanje platnih transakcija primenjuju se odredbe Priloga 2 ovih Opštih pravila.

9. Otvaranje, vođenje i gašenje računa klijenata

Prava i obaveze Banke i Klijenta, kao i uslovi otvaranja, vođenja i gašenja računa klijenata kod banke se utvrđuju Prilogom 2 i ugovorom zaključenim između njih.

10. POSEBNA PRAVA

10.1. Pravo na obaveštavanje

Klijent ima pravo da od Banke, u pismenoj formi ili na drugom trajnom nosaču podataka, bez naknade dobije informacije, podatke i instrukcije koji su u vezi s njegovim ugovornim odnosom s Bankom, na način i u rokovima utvrđenim ugovorom.

Banka je dužna da Klijentu šestomesečno bez naknade dostavljaju obaveštenje o stanju njegovog duga po ugovoru o kreditu koji sadrži zakonom propisane elemente.

Banka je dužna da Klijenta, odnosno davaoca sredstava obezbeđenja pismeno obavesti o tome da je izmirio sve svoje obaveze prema određenom ugovoru – u roku od 30 dana od dana izmirenja obaveza. Obaveštenje sadrži zakonom propisane elemente.

10.2. Pravo na odustanak

Klijent ima pravo da odustane od zaključenog ugovora o kreditu, dozvoljenom prekoračenju računa i izdavanju kreditne kartice – u roku od 14 dana od dana zaključenja ugovora, bez navođenja razloga za odustanak

Kod ugovora o kreditu koji je obezbeđen hipotekom, kao i kod ugovora čiji je predmet finansiranje kupovine nepokretnosti, Klijent može odustati od ugovora pod uslovom da nije počeo da koristi kredit, odnosno finansiranje.

Pri odustanku od ugovora, a pre isteka roka iz stava 1. ove tačke, Klijent je dužan da o svojoj nameri da odustane obavesti Banku, u pisanoj formi ili na drugom trajnom nosaču podataka, na način kojim se potvrđuje

8.8. Complaints and damaged, stolen or lost card

Procedures, rights and obligations in case of unauthorized use of data on the card, damage, theft or loss of card, blockade of the card, card theft or loss or in the event of unauthorized use of data from the card, shall be defined by the agreement concluded between the Client and the Bank

8.9. Canceling the card – the Bank and the Client are authorized to unilaterally cancel card using in accordance with the agreement concluded between them.

All transactions made until the date of card returning as well as all possible expenses shall be incurred by the Client.

In addition to the provisions of this item 8 of Appendix 1, on the rights and obligations of the Bank and clients regarding the issuance and use of credit cards for the execution of payment transactions, the provisions of the Appendix 2 of this General terms and conditions shall be applied.

9. Opening, keeping and closing clients' accounts

Mutual rights and obligations, as well as terms and conditions of opening, keeping and closing clients' accounts with the bank shall be determined by the Appendix 2 and agreement concluded between them.

10. SPECIAL RIGHTS

10.1. Right to be informed

The Client shall have the right to obtain from the Bank, in writing or on another durable medium, free of charge, information, data and instructions relating to his contractual relationship with the Bank, in the manner and within the terms specified by the agreement.

The Bank is obliged to provide the Client, on the six-month basis and free of charge, with the notice of the condition of its debt under the credit agreement, which contains the statutory elements.

The bank is obliged to inform in writing the Client and the provider of collateral that he has repaid all its obligations under a particular contract - within 30 days of payment. The notice shall contain the statutory elements.

10.2. Right of withdrawal

The Client has a right to withdraw from the credit agreement, agreement on overdraft facility and agreement on issuing of a credit card – within 14 days from the date of conclusion of the agreement, without giving any reason for withdrawal.

In case of a credit agreement secured by a mortgage and in case of agreements the subject-matter of which is financing of purchase of real estate, the client may withdraw from the agreement provided he has not started to use the credit.

When withdrawing from the agreement and prior to expiry of the term referred to in paragraph 1. hereof, the Client shall notify the Bank, in writing or on another durable medium, of his intention in the manner that provides confirmation of receipt of that notification, where the date of

prijem ovog obaveštenja, pri čemu se datum prijema tog obaveštenja smatra datumom odustanka od ugovora.

Klijent je dužan da odmah, a najkasnije u roku od 30 dana od dana slanja obaveštenja o odustanku, vrati banci glavnici i kamatu iz osnovnog posla za vreme korišćenja kredita.

Ako Banka ili treća strana na osnovu ugovora s Bankom, pruža i sporedne usluge u vezi s finansijskim uslugama iz st. 1. i 2. ove tačke – Klijenta više ne obavezuje ugovor o sporednim uslugama ako koristi svoje pravo na odustanak od osnovnog ugovora u skladu sa ovom tačkom.

10.3. Ustupanje potraživanja

U slučaju ustupanja potraživanja Banke iz ugovora zaključenim sa Klijentom drugoj banci, Klijent zadržava sva prava koja su ugovorena, kao i pravo isticanja prigovora prema drugoj banci koje je imao i prema Banci, a druga banka ne može Klijenta dovesti u nepovoljniji položaj od položaja koji bi imao da to potraživanje nije preneto i Klijent zbog toga ne može biti izložen dodatnim troškovima.

Banka obaveštava Klijenta o ustupanju potraživanja.

10.4. Pravo na prigovor

Klijent ima pravo na prigovor u pismenoj formi Banci (u daljem tekstu: Prigovor) ako smatra da se Banka ne pridržava odredaba zakona, opštih uslova poslovanja, dobre poslovne prakse ili obaveza iz Ugovora zaključenim sa Klijentom u skladu sa tačkom 8. Opštih odredbi Opštih uslova i pravila poslovanja.

11. ZAVRŠNE ODREDBE

- 11.1.** Izmene ovih Pravila Banka će učiniti dostupnim Klijentu obaveštenjem istaknutim u poslovnim prostorijama Banke, kao i na svojoj internet prezentaciji, 15 dana pre početka njihove primene
- 11.2.** Na prava i obaveze Banke i klijenata koja su predmet ovog Priloga 1 primenjuju se odredbe Zakona o zaštiti korisnika finansijskih usluga ("Sl. glasnik RS", br. 65/2011 i 139/2014) i drugih relevantnih zakonskih propisa.
- 11.3.** Ovaj Prilog 1 predstavlja sastavni deo Opštih uslova i pravila poslovanja banke.
- 11.4.** Ova Pravila poslovanja sa fizičkim licima stupaju na snagu i primenjuju se **počev od 01.10.2015. godine.**

receipt of that notification shall be considered the date of withdrawal from the agreement.

The Client shall immediately, and not later than 30 days from the dispatch of the notification of withdrawal, repay to the bank the principal and interest accrued under the main deal for the period the credit has been used.

If bank or a third party on the basis of an agreement with the Bank supply ancillary services relating to financial services referred to in paragraphs 1 and 2 of this item, the Client shall no longer be bound by the ancillary service contract if he exercises his right of withdrawal from the main agreement.

10.3. Assignment of claims

In the event of assignment of the Bank's claim under a agreement concluded with the Client to another bank, the Client shall retain all agreed rights in relation to the assignee bank that he had in relation to the Bank, including the right to complaint, and the assignee bank may not place the Client in less favorable position than the position he would have if the claim had not been assigned and the Client may not be subject to additional costs as a result of assignment.

The Bank shall inform the Client of the assignment of claim

10.4. Right to complaint

The Client shall be entitled to a written complaint to the Bank (hereinafter: The Complaint) if he thinks that the Bank fails to abide by legal provisions, general terms of business, good business practice or obligations under the agreement concluded with the Client, in accordance with the item 8. Of the General Provisions of the General Terms and Conditions.

11. CLOSING PROVISIONS

- 11.1.** The Bank shall inform the Client of any amendments to these Rules by displaying appropriate notice in the Bank's business premises, as well as in its Internet presentation, within 15 days prior the enforcement date
- 11.2.** To all issues not envisaged hereunder provisions of the Law on the Protection of Financial Services Clients ("Official Gazette" no. 65/2011 and 139/2014) and other relevant laws shall be applied.
- 11.3.** These Rules are Appendix 1 of the General Business term and Conditions of the Bank and represents its integral part.
- 11.4.** These Rules shall come into force and shall be applied **starting from the 01.10.2015.**

Izmene i dopune ovog Priloga 1 izvršene Odlukom Upravnog odbora VTB Banke a.d. Beograd br. UO – 227/2016 od 17.11.2016.godine, a koje su uključene u gornji prečišćeni tekst, stupile su na snagu 05.01.2017.godine.

The Amendments of this Attachment No 1 made by the VTB Bank JSC Belgrade Board of Directors Decision No. UO-227/2016 as of 17th November 2016, which are included in the above clean text, came into effect on 5th January 2017.