



Prečišćen tekst odluka Upravnog odbora
VTB Banke a.d. Beograd Br. UO-135/2015
19.08.2015. i Br. UO-227/2016 od 17.11.2016.

Clear text of the VTB Bank JSC Belgrade Board
of Directors decisions No. UO-135/2015 on
19.08.2015. and No. UO-227/2016 on 17.11.2016.

**OPŠTI
USLOVI I PRAVILA
POSLOVANJA**

OPŠTE ODREDBE

***GENERAL
BUSINESS TERMS AND
CONDITIONS***

GENERAL PROVISIONS

1. UVOD

Raznolikost finansijskih transakcija poverenih Banci i potreba blagovremenog izvršavanja istih, kao i potreba uspostavljanja jasnih i obavezujućih osnova saradnje Klijenata i Banke, nameće neophodnost uspostavljanja Opštih pravila i uslova poslovanja Banke (u daljem tekstu **Pravila**), koja imaju pravnu snagu ugovora i sa kojima se Klijent upoznaje prilikom otvaranja računa i uspostavljanja svakog drugog vida poslovne saradnje sa Bankom.

Ova Pravila čine:

- **OPŠTE ODREDBE** koje se odnose i primenjuju na Klijente pravna lica, kao i na klijente fizička lica, preduzetnike i poljoprivrednike (u daljem tekstu i jednim imenom: Klijenti fizička lica) ukoliko nisu u suprotnosti sa odredbama Priloga 1 – Opšti uslovi i pravila poslovanja sa klijentima fizičkim licima i Priloga 2 – Opšti uslovi i pravila pružanja platnih usluga.

Osim ukoliko nije drugačije određeno odredbama Opštih odredbi ili u suprotnosti sa odredbama Priloga 1 i Priloga 2, pod Klijentom se, u smislu istih, podrazumevaju fizička lica, preduzetnici (fizička lica koja obavljaju delatnost), poljoprivrednici, pravna lica i drugi subjekti osnovani u skladu sa zakonom koji koriste proizvode i usluge Banke i koje je Banka kao takve identifikovala.

- **Prilog 1 – OPŠTI USLOVI I PRAVILA POSLOVANJA SA KLIJENTIMA FIZIČKIM LICIMA, PREDUZETNICIMA I POLJOPRIVREDNICIMA** koja se odnose i primenjuju isključivo na fizička lica, preduzetnike (fizička lica koja obavljaju delatnost) i poljoprivrednike.
Pod Klijentom se, u smislu Priloga 1 ovih Pravila, podrazumevaju isključivo fizička lica, preduzetnici (fizička lica koja obavljaju delatnost) i poljoprivrednici (u daljem tekstu i jednim imenom: Klijenti fizička lica) koji koriste proizvode i usluge Banke i koje je Banka kao takve identifikovala.
- **Prilog 2 – OPŠTI USLOVI I PRAVILA PRUŽANJA PLATNIH USLUGA** koja se odnose i uređuju uslove i načina pružanja platnih usluga Banke osnovna pravila poslovnog odnosa između Banke i klijenata fizičkih lica, koja zaključuju ugovor o platnim uslugama u svrhe koje nisu namenjene njihovoj poslovnoj ili drugoj

1. INTRODUCTION

Variety of numerous financial transactions entrusted to the Bank and their prompt execution, as well as the need to establish clear and binding relations between the Clients and the Bank require introduction of the Bank's General Business Terms and Conditions (hereinafter referred to as the "**General Terms**"), with the equivalent legal power of the contract, which shall be presented to the Client when opening an account and establishing any other form of business relations with the Bank.

These rules consist of:

- **GENERAL PROVISIONS** related and applied primarily to clients legal entities, as well as to clients physical persons, entrepreneurs and farmers (hereinafter referred to as the one name: Clients Private individuals) if they are not inconsistent with the provisions of Appendix 1 - General terms and conditions of performing banking operations with private individuals and Appendix 2 - General terms and conditions of payment services.
Unless otherwise determined by the provisions of the General Provisions or it is not in contradiction with the Appendix 1 and Appendix 2, under the Client, within the meaning thereof, includes private individuals, entrepreneurs (physical persons engaged in business), farmers, legal entities and other entities established in accordance with the law, who use the products and services of the Bank and by the Bank identified as such.
- **Appendix 1 - GENERAL TERMS AND CONDITIONS OF PERFORMING BANKING OPERATIONS WITH CLIENTS PRIVATE INDIVIDUALS, ENTREPRENEURS AND FARMERS**, which relate and apply only to private individuals, entrepreneurs (physical persons engaged in business), farmers.
Under the Client, within the meaning of Appendix 1 to these Rules, includes only individuals, entrepreneurs (natural persons engaged in business) and farmers (hereinafter referred to as the one name: Clients individuals) who use the products and services of the Bank and by the Bank as such identified.
- **Appendix 2 - GENERAL TERMS AND CONDITIONS OF PERFORMING PAYMENT SERVICES**, which relate and regulate conditions and manner of providing payment services and basic rules of business relations between the Bank and clients natural persons entering into payment service contracts for the purposes other than its business or other commercial

komercijalnoj delatnosti (u daljem tekstu: **Potrošač**), pravnih lica, preduzetnika i poljoprivrednika, prilikom korišćenja platnih usluga Banke.

Osim ukoliko nije drugačije određeno odredbama Priloga 2, pod Klijentom se, u smislu istog, podrazumevaju smatraju fizička lica, koja zaključuju ugovor o platnim uslugama u svrhe koje nisu namenjene njihovoj poslovnoj ili drugoj komercijalnoj delatnosti (u daljem tekstu: **Potrošač**), preduzetnici (fizička lica koja obavljaju delatnost), poljoprivrednici, pravna lica i drugi subjekti osnovani u skladu sa zakonom, kao korisnici platnih usluga, koja koriste ili su koristila platnu uslugu u svojstvu platioca i/ili primaoca plaćanja ili se Banci obratila radi korišćenja tih usluga (u daljem tekstu i jednom imenom: **Klijent**).

Za usluge koje pruža klijentima Banka naplaćuje naknadu u visini koju utvrđuje Izvršni odbor Banke. Važeći Tarifnik naknada dostupan je klijentima na sajtu Banke www.vtbbanka.rs.

Opšti uslovi i pravila poslovanja su istaknuta u poslovnim prostorijama Banke i na internet stranici www.vtbbanka.rs.

Opšta pravila i uslovi poslovanja se primenjuju na sve vrste i oblike poslovne saradnje Klijenta i Banke, osim ukoliko nije drugačije predviđeno konkretnim ugovorom zaključenim između Klijenta i Banke.

2. BANKARSKA TAJNA I IZUZECI OD BANKARSKE TAJNE

Banka se obavezuje da kao Bankarsku tajnu čuva podatke:

- 1) koji su poznati Banci a odnose se na lične podatke, finansijsko stanje i transakcije, kao i na vlasništvo ili poslovne veze klijenata te ili druge banke;
- 2) stanju i prometu na računima klijenta;
- 3) druge podatke do kojih Banka dođe u poslovanju s klijentima.

Bankarskom tajnom se ne smatraju podaci koji predstavljaju:

- a) javne podatke kao i podatke koji su zainteresovanim licima sa opravdanim interesom dostupni iz drugih izvora;
- b) konsolidovani podaci na osnovu kojih se ne otkriva identitet pojedinačnog klijenta;
- c) podaci o akcionarima Banke i visini njihovog učešća u akcionarskom kapitalu Banke, kao i podaci o drugim licima sa učešćem u Banci i podaci o tom učešću bez obzira na to da li su oni klijenti Banke;
- d) podaci koji se odnose na urednost ispunjavanja obaveza klijenta prema Banci

activity (hereinafter referred to as the "**Consumer**"), legal entities, entrepreneurs and farmers, while using payment services of the Bank.

Unless otherwise determined by the provisions of the Appendix 2, under the Client, within the meaning thereof, includes natural persons entering into payment service contracts for the purposes other than its business or other commercial activity (hereinafter referred to as the "**Consumer**"), entrepreneurs (physical persons engaged in business), farmers, legal entities and other entities established in accordance with the law, that uses or was using a payment service in the capacity of a payer and/or payee or has turned to the payment service provider in order to make use of such services (hereinafter and in one name referred to as the "**Client**").

For services which provides to the clients the Bank charges the fees in the amounts determined by the Executive Board of the Bank. The valid Tariff is available to the clients on the Bank's web site www.vtbbanka.rs.

General business terms and conditions are displayed at the Bank business premises and on the website www.vtbbanka.rs.

General business terms and conditions shall apply to all types and forms of business cooperation between the Client and the Bank, unless otherwise provided for by the contract concluded between the Client and the Bank.

2. BANK SECRETS AND EXCEPTIONS OF BANK SECRETS

The Bank is obliged to keep the following information as bank secret:

- 1) Data which are known to the Bank and which refer to personal data, financial status and transactions, as well as ownership or business relations of the clients of this or other bank;
- 2) Data on balance and transactions on individual accounts of the clients;
- 3) Other data, which the Bank has become aware of in the course of performing business activities with the clients.

The following is not to be considered a bank secret:

- a) Public data and data accessible from other sources to interested persons with legitimate interest;
- b) Consolidated data on the basis of which the identity of an individual client is not disclosed;
- c) Data on bank shareholders and the amount of their participation in the bank share capital, as well as the data on other persons holding a participation in the bank and the data on such participation, regardless of whether they are bank clients;
- d) Data related to timeliness of client's fulfilling of obligations towards the Bank.

2.1. OBAVEZA ČUVANJA BANKARSKE TAJNE

Banka, članovi njenih organa, akcionari i zaposleni, kao i spoljni revizor Banke i druga lica koja zbog prirode posla koji obavljaju imaju pristup podacima koji se smatraju bankarskom tajnom, imaju obavezu čuvanja bankarske tajne, ne mogu te podatke saopštavati trećim licima ni koristiti ih protivno interesu Banke i njenih klijenata, niti mogu trećim licima omogućiti pristup tim podacima, sem u izuzecima predviđenim tačkom 2.2.

Obaveza čuvanja bankarske tajne ne prestaje ni posle prestanka statusa na osnovu kog su ostvarili pristup podacima koji se smatraju bankarskom tajnom.

Banka može podatke o klijentu koji se smatraju bankarskom tajnom saopštiti trećim licima samo uz pismeno odobrenje tog klijenta, a koje se ovim smatra dato, osim ako drugim zakonom Republike Srbije nije drukčije propisano.

2.2. IZUZECI OD OBAVEZE ČUVANJA BANKARSKE I POSLOVNE TAJNE

2.2.1. Klijent je saglasan da obaveza čuvanja bankarske tajne ne postoji ako se podaci saopštavaju:

- 1) na osnovu odluke ili zahteva nadležnog suda;
- 2) za potrebe ministarstva nadležnog za unutrašnje poslove, organa nadležnog za borbu protiv organizovanog kriminala i organa nadležnog za sprečavanje pranja novca, u skladu sa propisima;
- 3) u vezi sa imovinskim postupkom, a na osnovu zahteva staraoca imovine ili konzularnih predstavništava stranih država, posle podnošenja pismenih dokumenata kojima se dokazuje opravdani interes ovih lica;
- 4) u vezi sa izvršenjem nadležnog organa na imovini klijenta Banke;
- 5) regulatornim telima u Republici Srbiji radi obavljanja poslova iz njihove nadležnosti;
- 6) licu koje su Banke osnovale radi prikupljanja podataka o ukupnom iznosu, vrsti i ažurnosti u ispunjavanju obaveza fizičkih i pravnih lica klijenata banaka;
- 7) nadležnom organu u vezi s vršenjem kontrole obavljanja platnog prometa kod pravnih i fizičkih lica koja obavljaju delatnost, u skladu s propisima kojima se uređuje platni promet;
- 8) poreskoj upravi, u skladu s propisima kojima se uređuju poslovi iz njene nadležnosti;
- 9) organu nadležnom za kontrolu deviznog poslovanja;
- 10) na zahtev organizacije za osiguranje depozita, u skladu sa zakonom kojim se uređuje osiguranje depozita;
- 11) stranom regulatornom telu pod uslovima predviđenim sporazumom o saradnji zaključenim između tog tela i Narodne banke Srbije
- 12) Trećim licima kojima je neophodno saopštiti iste u cilju izvršenja transakcije u ime klijenta preko međubankarskog sistema.

2.1. OBLIGATION TO GUARD BANK SECRETS

The Bank and members of its bodies, shareholders and Bank employees, as well as the external auditor of the Bank and other persons who, due to the nature of the activities they perform, have access to the data considered bank secret are obliged to guard bank secret, may not disclose such data to third or use them against the interest of the Bank and its clients, nor can they allow third parties access to these data, save for the exceptions referred to in Item 2.2.

The obligation to guard banking secrets shall not cease even after termination of the status on the basis of which their access to the data, considered bank secret, has been enabled.

The data about a client which is treated as bank secret may be disclosed by the Bank to third persons only upon the written approval of the client, considered granted hereby, unless otherwise prescribed by applicable laws of the Republic of Serbia.

2.2. EXCEPTIONS FROM OBLIGATION TO GUARD BANK AND BUSINESS SECRETS

2.2.1. The client agrees that the obligation to guard bank secrets shall not apply if the data is disclosed:

- 1) on the basis of the decision or request of the competent court;
- 2) For the needs of Ministry of Internal Affairs, which is the authority responsible for combating organized crime and the authority responsible for preventing money laundering, according to the regulations;
- 3) in connection with property proceedings, on the basis of a request of the guardian of the property or the consular representative offices of foreign states, upon submission of written documents, which prove legitimate interest of these persons;
- 4) in the case of execution by the competent authority regarding the property of the Bank's client;
- 5) to regulatory authorities of the Republic of Serbia for the purpose of performing activities within their scope of competence;
- 6) to a person established by banks for the purpose of collecting data on the total amount, type and timeliness in fulfilling obligations of clients of banks;
- 7) to a competent authority with regard to performing the supervision of payment system operations of legal and natural persons conducting their activities, in compliance with payment system regulations;
- 8) to tax administration pursuant to regulations which regulate activities within its scope of competence;
- 9) to the authority competent for the supervision of foreign currency operations;
- 10) upon the request of the organization for deposit insurance, in compliance with the law which governs deposit insurance;
- 11) to foreign regulatory authority under the conditions stipulated in the Memorandum of Understanding of such foreign regulatory authority and the National Bank of Serbia;
- 12) to any third persons that need to be communicated the same for the purpose of performing a transaction in the name of the client via inter-banking system.

Izuzetno od odredaba stava 1. ovog člana, banka ima pravo da navedene podatke saopšti istražnom sudiji, javnom tužiocu i sudovima, odnosno drugim organima koji vrše javnopravna ovlašćenja, u skladu sa Zakonom.

2.2.2. podatke do kojih je došla u toku poslovanja, a odnose se na Klijenta Korisnika platnih usluga, uključujući i podatke o njegovoj ličnosti, kao i podatke o platnoj transakciji i stanju i promenama na platnom računu korisnika platnih usluga, Banka može trećim licima saopštiti ili dostaviti podatke, odnosno omogućiti pristup tim podacima:

- 1) ako je lice na koje se ovi podaci odnose prethodno dalo pismeni pristanak;
- 2) ako, radi vršenja nadzora, to zahteva organ koji vrši nadzor nad Bankom;
- 3) na osnovu odluke ili zahteva nadležnog suda;
- 4) za potrebe ministarstva nadležnog za unutrašnje poslove, organa nadležnog za borbu protiv organizovanog kriminala i organa nadležnog za sprečavanje pranja novca, u skladu s propisima;
- 5) za potrebe poreske uprave ili organa nadležnog za kontrolu deviznog poslovanja, u skladu s propisima kojima se uređuju poslovi iz njihove nadležnosti;
- 6) u vezi sa imovinskim postupkom, na osnovu zahteva staraoca imovine ili konzularnih predstavništava stranih država, posle podnošenja pismenih dokumenata kojima se dokazuje opravdani interes tih lica;
- 7) u vezi s postupkom izvršenja ili obezbeđenja na imovini korisnika platnih usluga, na osnovu zahteva suda, izvršitelja ili drugog nadležnog organa u tom postupku;
- 8) ako je to u drugim slučajevima propisano Zakonom o platnim uslugama ili drugim zakonom.

Klijent je saglasan da Banka može podatke koji se odnose na njegovo finansijsko stanje i transakcije kao i sve druge podatke i informacije koje se odnose na njega, njegovu imovinu i njegovo poslovanje, a koje je Klijent dao Banci prilikom uspostavljanja poslovnog odnosa ili tokom njegovog trajanja, dostaviti spoljnim revizorima Banke, članicama Grupe kojoj Banka pripada, organima kojima je Banka po zakonu dužna da dostavlja podatke, kao i svim trećim licima sa kojima Banka ima zaključene ugovore o poslovnoj saradnji koji su neophodni za realizaciju poslovnog odnosa ili su u vezi sa poslovnim odnosom Klijenta sa Bankom, a sa kojima Banka ima zaključen ugovor o poverljivosti podataka.

Klijent je saglasan i ovlašćuje Banku da pribavlja izveštaje od Kreditnog biroa pri Udruženju banaka Srbije o njegovim zaduženjima kod drugih lica, kao i da istom dostavlja podatke u vezi sa njegovim zaduženjima kod Banke a sve u cilju smeštanja, čuvanja, dostavljanja i pribavljanja podataka evidentiranih u Kreditnom birou i to počev od dana uspostavljanja poslovnog odnosa sa Bankom pa sve do urednog i potpunog izmirenja svih obaveza Klijenta koje proizilaze iz/ili su u vezi sa tim poslovnim odnosom.

Except for the provisions specified in paragraph 1 of this Article, the Bank has the right to disclose the above-mentioned data to the investigative judge, public prosecutor and courts, and other bodies that have public and legal authorities in compliance with the Law.

2.2.2. Information obtained by the Bank in the course of its business activities regarding its Client payment service user, including information regarding its personality, as well as data on the payment transaction and the status and changes to its payment account, Bank may disclose or make available to third persons and/or allow access to such data:

- 1) upon receipt of written consent from the person to whom these data relate;
- 2) upon request from a competent body performing supervision of the Bank, for the purpose of performing supervision;
- 3) based on the decision or request of the competent court;
- 4) for needs of the ministry competent for internal affairs, the authority competent for combating organised crime and the authority competent for money laundering prevention, in line with regulations;
- 5) for needs of the tax administration or the authority competent for supervision of foreign exchange operations pursuant to regulations governing activities within their field of competence;
- 6) in connection with property proceedings, based on the request of the guardian of assets or consular representative offices of foreign states, upon submission of written documents proving the legitimate interest of those persons;
- 7) in connection with the enforcement procedure or placing of collateral on assets of the payment service user, based on the request of the court, executor or other competent authority in this procedure;
- 8) in other cases when prescribed so by the Law on Payment Services or other law.

Client agrees the data related to its financial standing and its transactions as well as other data and information related to it, to its property and its business operations which Client has given to the Bank when the business relations were established and for their duration, the Bank may disclose to the external auditors of the Bank, to the members of the Group the Bank belongs to, to the state's bodies the Bank is obliged to deliver the data as well as to the third persons the Bank has the cooperation agreements which are necessary for realization of the business relation or are connected with the Client-Bank relations and with whom the Bank has concluded non-disclosure agreement.

Client agrees and authorizes the Bank to provide from the Credit Office within the Serbian Banks' Association the reports on Clients other debts to the third parties as well as to disclose to this Office the data related to its indebtedness to the Bank, all in order to make evidence, to storage, to keep, to deliver and to provide the data recorded in the Credit Office, from the day the business relation was established until all Client's obligations derived from business relations or in connection with them be fulfilled properly and fully.

3. OBRADA PODATAKA

Prihvatanjem ovih Pravila Klijenti se izričito saglašavaju da Banka, radi izvršenja zakonskih i ugovornih obaveza, sprečavanja, ispitivanja ili otkrivanja prevarnih radnji ili zloupotreba u vezi s platnim uslugama, daljeg razvoja i unapređenja poslovanja i buduće poslovne saradnje, kao i marketinške i statističke svrhe, može prikupljati i obrađivati podatke koji se odnose na Klijenta – podatke o ličnosti, a koji su dati u postupku zasnivanja, održavanja i izmene ugovornog odnosa i da iste može proslediti u centralnu bazu podataka matične bankarske Grupe, da može učiniti dostupnim nadležnom državnom organu u skladu sa pozitivnim propisima Republike Srbije, kao i trećem licu sa kojim Banka zaključi Ugovor o pružanju usluga vansudske ili sudske naplate dospelog, a nenaplaćenog potraživanja prema klijentu.

Banka sve podatke čuva i obrađuje kao poslovnu/bankarsku tajnu, uz primenu svih raspoloživih tehničkih i organizacionih mera zaštite podataka u skladu sa propisima kojima se uređuje zaštita podataka o ličnosti i internim aktima Banke. Klijenti fizička lica prihvatanjem ovi Pravila potvrđuju da su, shodno Zakonu o zaštiti podataka o ličnosti, upoznati sa načinom prikupljanja njihovih ličnih podataka, i da su saglasni sa obradom (elektronskom i fizičkom) istih, za vreme trajanja njihovog poslovnog odnosa sa bankom i čuvanjem istih i nakon prestanka tog odnosa a do isteka zakonom predviđenog roka.

4. OTVARANJE, VOĐENJE I GAŠENJE RAČUNA I PLATNIH RAČUNA

Banka Klijentima nudi opciju otvaranja računa, uključujući pod tim i platne račune, u dinarima i u stranoj valuti, a u skladu sa odredbama ovih Opštih pravila, svojom Poslovnom politikom i relevantnim zakonima i drugim propisima.

Banka zadržava pravo da ne otvori račun ili ne primi depozit, što je bliže uređeno internim aktima Banke (npr. ukoliko se Klijent nalazi na Listi terorista i/ili terorističkih organizacija).

4.1. Zahtev za otvaranje računa

Banka otvara račun Klijentu (fizičko ili pravno lice) na njegov zahtev, kojom prilikom je Klijent dužan da popuni standardni obrazac (zahtev) za otvaranje računa i/ili druga dokumenta i da dostavi traženu dokumentaciju.

Zahtev za otvaranje računa pravnog lica, kao i druga prateća dokumenta moraju biti potpisana od strane lica koje je ovlašćeno da zastupa to pravno lice i overena zvaničnim pečatom tog pravnog lica. Prilikom otvaranja računa Klijenta pravnog lica, Banka utvrđuje identitet Klijenta, stvarnog vlasnika, zakonskog zastupnika, odnosno lica ovlašćenog za zastupanje, kao i punomoćnika na osnovu zahtevane i dostavljene dokumentacije, a u skladu sa zakonodavstvom Republike Srbije i odgovarajućim aktima Banke.

Banka pre, u toku i nakon uspostavljanja poslovnog odnosa sa Klijentom preduzima zakonom propisane radnje i mere za sprečavanje i otkrivanje pranja novca i finansiranja terorizma, uključujući radnje i mere poznavanja i praćenja poslovanja klijenta pribavljanjem propisanih podataka i

3. DATA PROCESING

By accepting these General Terms, Clients explicitly accept that the Bank, in order to fulfill legal and contractual obligations, for the purpose of preventing, investigating or detecting fraudulent acts or misuse in connection with payment services, further development and improvement of operations and future business cooperation, as well as marketing and statistical purposes, may collect and process data relating to the Client - personal data, which were given in the process of establishment, maintenance and modification of contractual relations, and that they can be forwarded to the central database of the parent banking Group, to make them available to the competent national authority in accordance with the applicable laws of the Republic of Serbia, as well as to third party with whom the Bank concludes contract on service of court or off-court settlement of unpaid claims towards client.

Bank processes and guards all data as a business/bank secret, with the use of all available technical and organizational measures of data protection, in accordance with regulations governing the protection of personal data and internal regulation of the Bank.

By accepting these General Terms clients Private individuals confirms that, pursuant to the Law on the Protection of Personal Data, they are familiar with the way of collecting their personal data, and that they agree with the treatment (either electronic or physical) of the same for the duration of their business relationship with the bank and keeping of data even after the termination of the relationship, until expiry of their statutory term

4. OPENING, MAINTAINING AND CLOSING ACCOUNTS

The Bank shall offer to the Clients the option of opening accounts in Dinars and foreign currency, in accordance with its business policy and relevant local laws and regulations.

The Bank reserves the right to refuse opening of an account or accepting a deposit (e.g. if the Client is on the Terrorist List and/or List of Known Terrorist Organizations);

4.1. Application form for Account Opening/Account Number

The Bank opens an account to the Client (natural or legal entity) at the Client's request; the Client is required to fill in the standard application form and/or other relevant documents and to submit other requested documents.

Application for opening accounts for legal entities, as well as accompanying documentation must be signed by the person legally authorized to represent that legal entity and stamped with the official seal of that legal entity. In the process of opening the account of legal entities, the Bank shall determine the identity of the Client, the beneficial owner, legal representative or the authorized representative, as well as a proxy, based on required and submitted documents, in accordance with the legislation of the Republic of Serbia and relevant documents of the Bank.

Each account is assigned with an account number.

Bank before, during and after the establishment of a business relationship with the Client undertakes statutory actions and measures for the prevention and detection of money laundering and financing of terrorism, including actions and measures of the knowledge and monitoring of client's business by obtaining the

dokumentacije. Ako Banka nije u mogućnosti da pribavi propisane podatke i dokumentaciju odbiće uspostavljanje poslovnog odnosa a ako je poslovni odnos sa Klijentom već uspostavljen, Banka će ga raskinuti bez saglasnosti Klijenta.

4.2. Ovlašćena lica za raspolaganje sredstvima po računu pravnog lica / Deponovanje potpisa

Prilikom otvaranja računa mora biti označeno ime lica ovlašćenih da upravljaju računom u kontaktu sa Bankom, a identitet tih lica mora biti utvrđen na odgovarajući način. Lica ovlašćena za raspolaganje sredstvima po računu deponuju svoj potpis kod Banke.

Karton deponovanih potpisa sadrži sledeće podatke: puno ime i prezime, mesto prebivališta ili boravišta, druge osnovne podaci iz lične isprave (lične karte ili pasoša) i potpis ovlašćenog lica kao i sve druge podatke koje propise nadležno regulatorno telo.

4.3. Ovlašćenja za upravljanje računom fizičkog lica

Vlasnik računa otvorenog na ime fizičkog lica može ovlastiti jedno ili više drugih lica da raspolažu sredstvima sa tog računa, čiji potpisi moraju biti deponovani kod Banke u skladu sa odredbama ovih Pravila. Vlasnik računa/klijent je dužan da upozna sva lica koja je ovlastio za raspolaganje sredstvima sa svog računa sa ovim Opštim uslovima.

Lica koja vlasnik računa ovlasti da raspolažu sredstvima sa računa nisu ovlašćena da izdaju nova ili povlače postojeća ovlašćenja, niti su ovlašćena da ugase račun.

Izuzetno, vlasnik računa može posebno ovlastiti drugo lice da izvrši eksplicitno navedenu transakciju po tom računu. Specijalno punomoćje mora biti overeno od strane organa (Sud, notar, opština, ili Diplomatsko konzularno predstavnništvo Republike Srbije u inostranstvu i drugih).

Banka ne snosi odgovornost za bilo koji gubitak koji pretrpi Klijent, ako je Banka sledila instrukcije sadržane u posebnom ovlašćenju potpisanom od strane Klijenta i ukoliko je posvetila dužnu pažnju u utvrđivanju identiteta lica koje je posebno ovlašćeno za sprovođenje bankarske transakcije koja je u pitanju.

4.3.1. Smrtni slučaj

Prijemom od strane Banke pismenog obaveštenja sa odgovarajućim dokazom o smrti fizičkog lica na čije se ime vodi račun, sa odgovarajućim dokazom, prestaju da važe sva ovlašćenja i data punomoćja za upravljanje računom.

Banka će dozvoliti raspolaganje sredstava na računu samo na osnovu pravnosnažne i izvršne odluke nadležnog suda ili drugog organa ili punovažne i obavezujuće odluke o starateljstvu nad zaostavštinom ili druge odluke nadležnog organa, a u skladu sa relevantnim propisima.

4.4. Opoziv i izmene ovlašćenja

Ovlašćenja i deponovani potpisi lica ovlašćenih za raspolaganje sredstvima sa računa su važeći do opoziva istih u pismenoj formi zadovoljavajućoj za Banku.

U slučaju bilo koje izmene ili dopune podataka od značaja za raspolaganje računom i poslovni odnos Klijenta sa Bankom, Klijent mora Banku bez odlaganja obavestiti pismenim putem o takvoj izmeni, i dostaviti odgovarajuću dokumentaciju kojom se dokazuju navedeni podaci.

Predmetne izmene i dopune postaju pravno obavezujuće za

prescribed data and documentation. If the Bank is unable to obtain the required information and documentation, it shall refuse to establish a business relationship and if this relationship with the client has already been established, the Bank shall terminate it without the consent of the Client

4.2. Person authorized for disposal of funds on the account of legal entity / Deposition of authorized signatures

When opening an account, client must indicate the name of the person(s) authorized to operate the account in front of the Bank and his/her identity adequately proven.

Persons authorized for disposal of funds shall deposit their signatures with the Bank.

The list of authorized signatures shall contain the following data: full name and surname, place of domicile or residence, other basic personal data from personal document (ID card or passport) and signature of the authorized person, as well as any other data prescribed by the relevant regulatory body.

4.3. Authorization to operate the account of a natural person

The holder of an account opened in the name of a natural person may authorize one or more persons to operate that account and their signatures must be deposited with the Bank in accordance with these General Terms; in such case, the accountholder is obliged to introduce these General Terms to the authorized persons.

Persons authorized by the accountholder to dispose with the funds on the account may not issue new or revoke existing authorizations and they are not authorized to close the account.

Exceptionally, an accountholder may grant special proxy to another person to fulfill explicitly stated transaction on that account. Such special proxy must be certified by the competent authority (court, notary, municipality or consular representative office of the Republic of Serbia abroad).

The Bank shall not be liable for any loss incurred by the Client if the Bank complied with the instructions stated in the special proxy signed by the Client and provided that the Bank duly verified the identity of the person specially authorized for conducting the subject banking transaction.

4.3.1. Event of death

Immediately after the Bank has received a written notice with adequate proof of death of the accountholder, all and any authorisations and proxies to operate the account shall cease to be valid.

The Bank will permit disposing with the funds on the account only against the final legally binding and enforceable decision of the competent court or other competent authority or legally valid and binding Letter of Administration or other decision by the competent authority, in accordance with the applicable regulations.

4.4. Cancellation and changes of authorization

Authorizations and deposited signatures of persons authorized to dispose with the funds on the account are valid until cancelled by written request acceptable for the Bank.

In case of any change or amendment important for the authorization to operate an account and business relationship between the Client and the Bank, the Client is obliged to immediately notify the Bank of such change or amendment and provide the documents evidencing above-stated amendments.

The relevant changes and amendments will become legally binding

Banku tek od momenta prispeća pismenog obaveštenja u prostorije Banke.

4.5. Režim u slučaju posedovanja više računa i kompenzaciono ovlašćenje

Ukoliko isti Klijent ima više računa otvorenih u Banci, Banka ima diskreciono pravo da ističe i naplati svoja potraživanja (u skladu sa ovlašćenjem Klijenta, a koje se prihvatanjem ovih Pravila, smatra bezuslovnim i neopozivo datim) sa svih računa Klijenta i to bez obzira na vaultu u kojoj se vode isti, kao i sa svakog pojedinačnog računa Klijenta, odvojeno i nezavisno od drugih računa, a sve u skladu sa relevantnim propisima.

Banka je ovlašćena da u svakom momentu, u skladu sa relevantnim propisima, izvrši prebijanje bilo kog dospelog, a nenaplaćenog potraživanja prema Klijentu, sa obavezama koje Klijent ima prema Banci.

Klijent je ovlašćen da izvrši prebijanje svojih dugova prema Banci sa potraživanjima koja ima prema njoj pod uslovom:

- da je Banka izričito u pismenoj formi priznala njegovo potraživanje,
- da je potraživanje Klijenta u istoj valuti sa njegovom obavezom prema Banci koju na ovaj način prebija i
- da ukupna postojeća potraživanja Klijenta od Banke prevazilaze iznos ukupnih postojećih i potencijalnih obaveza Klijenta prema Banci.

Banka je ovlašćena da zaduži sve račune Klijenta, bez obzira u kojoj valuti su ti računi, u cilju potpunog namirenja potraživanja koja ima od Klijenta u vezi sa obradom tekućih transakcija i s tim u vezi podnetim troškovima u skladu sa listom naknada i provizija Banke (Tarifa).

Ukoliko se za namirenje koriste sredstva sa deviznih računa Klijenta, konverzija odgovarajućeg deviznog iznosa se vrši primenom zvaničnog srednjeg kursa za devize važećeg na dan zaduženja tog računa.

4.6. Radnje koje je Banka ovlašćena da preduzima bez saglasnosti Klijenta

Banka je ovlašćena da raspolaže sredstvima sa računa bez saglasnosti Klijenta u slučajevima predviđenim imperativnim propisima, a naročito radi plaćanja ili blokiranja računa po osnovu pravnosnažnih i izvršnih odluka suda ili drugog nadležnog organa.

4.7. Informacije o pojedinačnim izvršenim platnim transakcijama i o stanju računa (izvodi)

Banka će Klijenta fizičko lice i pravno lice izveštavati o stanju na računu putem redovnih izveštaja o svim promenama na računu, u skladu relevantnim domaćim propisima.

Vanredni izvod se izdaje na zahtev Klijenta.

Izveštaji o stanju na računu Klijentu se uručuju lično u prostorijama Banke ili na drugi način ugovoren sa Bankom.

for the Bank only after receipt of related notice by the Bank in its premises.

4.5. Regime in case of multiple accounts and Compensation authorization

If the Client holds more than one account with the Bank, the Bank may, at its own discretion, assert and collect its claims (in accordance with the Client's authorization, which shall, upon acceptance of these General Terms, be considered unconditionally and irrevocably granted) from all Client's accounts, irrespective of the account currency and against the balance of each account separately and independently, in accordance with the applicable regulations.

The Bank is authorized to set-off at any time and in accordance with relevant regulations any of its claims against the Client with its liabilities towards the Client.

The Client is authorized to set-off its liabilities towards the Bank with its claims against the Bank, provided that:

- its claims are explicitly accepted by the Bank in written form;
- the Client's claims to be set-off are in the same currency with its liabilities towards the Bank
- total claims of the Client against the Bank exceed its total current and potential liabilities towards the Bank.

The Bank is authorized to debit any Client's account, irrespective of the account currency, in order to fully satisfy its claims against the Client in connection with the current transactions processing and charges incurred and payable in accordance with the list of fees and commissions of the Bank (Tariff).

If assets from client's FX accounts are used for satisfying Bank's claims, official middle exchange rate at the debiting date shall be applied.

4.6. Operations the Bank is authorized to execute without the Client's consent

The Bank is authorized to dispose with the funds on the Client's account without the Client's consent in the cases provided for by the imperative regulations, but in particular to effect payments or to block the accounts based on the binding and enforceable decisions of courts and other competent authorities.

4.7. Information on execution of an individual payment transaction and balance of the account (Statement of Accounts)

The Bank shall deliver ordinary statement of account to the Client – natural or legal entity, specifying all movements on the account, in accordance with the relevant local regulations.

Extraordinary statement shall be issued on Client's request.

Such statement of account may be delivered to the Client in person at the Bank's premises, or otherwise, as agreed between the Client and the Bank.

5. PISMENA KORESPONDENCIJA

5.1. Prijem pismena od strane Klijenta

Pismena korespondencija od strane Banke prema Klijentu se uručuje lično ili upućuje samo na poslednju poznatu adresu prebivališta, boravišta ili registrovanog sedišta (uključujući telefonski broj, faks brojeve i/ili elektronsku adresu, ukoliko postoje) prijavljenu Banci od strane Klijenta i smatraće se primljenom od strane Klijenta momentom upućivanja na istu i to ako je poslata putem:

- a) faksa - na dan kada je faks poslat Klijentu što se dokazuje potvrdom o prijemu sa faks mašine
- b) elektronske pošte - na dan kada je elektronska poruka poslata što se dokazuje odštampanom kompjuterskom potvrdom
- c) sms porukom – na dan kada je sms poruka poslata što se dokazuje odštampanom potvrdom iz sistema;
- d) kurirske službe - po proteku uobičajeno neophodnog vremena za kurirsku dostavu što se dokazuje potvrdom kurirske službe
- e) pošte - po proteku uobičajenog vremena neophodnog za prispeće pošiljke, uključujući i slanje pošiljka na adresu trećeg lica opunomoćenog za prijem korespondencije u ime Klijenta, a u skladu sa izričitom pismenom izjavom Klijenta predatoj Banci u tom smislu.

Čekove i menice, osim ako nešto drugo nije predviđeno Klijentovim instrukcijama, Banka će slati neosiguranom preporučenom poštom.

5.1.1. Obaveza Klijenta u slučaju promene podataka

Klijent je dužan da bez odlaganja, a najkasnije u roku od 3 dana od dana nastanka promene, obavesti Banku o promeni svog ličnog imena, adrese, gubitku ili promeni posla, odnosno o promeni sedišta ili bilo kojoj statusnoj promeni koja se registruje kod nadležnog organa i drugim elementima koji su od značaja za njegovu komunikaciju sa Bankom i za izmirivanje njegovih obavezi prema Banci.

5.2. Prijem pismena od strane Banke

Svaka pisana korespondencija između Klijenta i Banke, koju Klijent izvrši smatraće se primljenom od strane Banke, tek nakon što je Klijentova kopija dokumenta overena pečatom Banke o prispeću ili nakon što je izdata pisana potvrda o prijemu ili u drugim slučajevima u skladu sa zakonom.

Banka može prihvatiti nalog od Klijenta posredstvom elektronske pošte ili putem faksa, u skladu sa važećim zakonima i propisima

5.3. Odgovornosti banke

U drugim slučajevima van okvira uspostavljenih odredbama ovog člana 3, Banka neće snositi odgovornost za štetu i gubitke koje su Klijent ili treća strana tim povodom pretrpeli, odnosno Banka ne snosi pravnu ni materijalnu odgovornost:

- a) za štetu koja može nastati za Klijenta ili treća lica zbog toga što Klijent nije primio neko obaveštenje Banke ili dopis koji je upućen na poslednju adresu o kojoj je Klijent obavestio Banku ili zbog toga što je Klijent propustio da postupi u skladu sa tačkom 5.1.1.

5. WRITTEN COMMUNICATION

5.1. Receipt of written communications by the Client

Written communications from the Bank to the Client shall be sent only to the last known address of permanent or temporary residence or business seats (including telephone, fax numbers and/or e-mail, if applicable) provided by the Client and shall be considered, if sent to such address, as having reached the Client:

- a) if sent by fax – on the date the fax was sent to the Client being evidenced by fax machine confirmation slip
- b) if sent by e-mail – on the date the electronic mail was sent to the Client being evidenced by the printed computer confirmation
- c) if sent by sms text message - on the date the sms message was sent to the Client being evidenced by the printed confirmation;
- d) if sent by courier service – after the usual period needed for courier dispatch being evidenced by such courier confirmation
- e) if sent by post - after the usual posting period needed for the receipt of delivery including cases where the address is that of a third party entitled to receive communications on behalf of the Client and in accordance with explicit written statement submitted to the Bank by the Client.

The Bank shall dispatch cheques and bills of exchange by uninsured registered mail, unless otherwise instructed by the Client.

5.1.1. Client's obligations in case of data changes

The Client shall, without delay and no later than 3 days from the date of the change, notify the Bank on the change of his personal names, addresses, loss or change jobs, or about a change seats or any status change that is registered with the competent authority and other elements that are important for its communication with the Bank and to settle its obligations to the bank.

5.2. Receipt of written communications by the Bank

Any written correspondence between the Client and the Bank, which execute client, shall be deemed received by the Bank only after the client's copy of the document is stamped by the Bank or after receipt of the written confirmation of receipt, or in other cases in accordance with the law.

Bank can accept Client's orders sent by e-mail or by fax in accordance with relevant legislation.

5.3. Liability of the Bank

In other cases not covered by the provisions of this Article 3, the Bank shall not be liable for any damages and losses suffered by the Client or any third party, i.e. Bank shall not be legally or financially liable:

- a) for any damage that may occur to the Client or third parties because the client has not received any notification of the Bank or a letter which was sent to the last address of the Client available to the Bank or because the client failed to act in accordance with paragraph 5.1.1.

b) za izvornost, valjanost ili potpunost dokumenata primljenih od Klijenta, uključujući dokumenta stranog porekla, štetne posledice koje mogu proisteći u vezi sa korišćenjem materijala nepodobnog za takva dokumenta, tačnog tumačenja ili prevoda, kao ni za vrstu, količinu ili prirodu robe na koju dokumenta upućuju.

b) for the authenticity, validity or completeness of the documents received from the Client, including documents of foreign origin, the harmful consequences that may arise in connection with the use of material unsuitable for such documents, correct interpretation or translation, or the type, quantity or nature of the goods to which the document point.

6. SREDSTVA OBEZBEĐENJA

6. SECURITY INSTRUMENTS (COLLATERAL)

6.1. Zahtev za obezbeđenjem

Banka ima pravo da u svakom trenutku zahteva od Klijenta da pruži, i/ili adekvatno poveća obezbeđenje za svaku od preuzetih obaveza prema Banci, a u obliku i sa sadržinom zadovoljavajuće za Banku.

6.1. Request for providing security

The Bank has the right, at any time, to request the Client to provide and/or adequately increase security in form and substance acceptable for the Bank for all existing liabilities towards the Bank.

6.2. Sredstva obezbeđenja i prigovori

Sredstva obezbeđenja koje je Klijent pružio u korist Banke bez obzira na njegov pravni osnov neće prestati, bilo delimično ili u celosti, usled Klijentovog prigovora, već će nastaviti da proizvode pravna dejstva i biće na raspolaganju Banci sve dok Klijent preuzete obaveze ne izmiri u celosti i na zadovoljavaju način.

6.2. Security instruments and objections

Security instruments provided by the Client to the Bank, irrespective of the legal ground, shall not be terminated, in part or in full, due to the Client's objection, but shall remain legally valid and at the Bank's full disposal until all Client's obligations have been fully settled to the full satisfaction of the Bank.

Klijent je dužan da se sam stara o održavanju i zaštiti prava i imovine kao i o naplati potraživanja pruženih Banci kao sredstvo obezbeđenja svojih obaveza i dužan je da blagovremeno obaveštava Banku o svim promenama u materijalnom i pravnom statusu tih sredstava.

The Client is obliged to supervise the maintenance and safeguarding of all property and rights as well as collection of claims serving as security to the Bank and has the duty to timely notify the Bank on any amendment in substance or in legal status thereof.

Klijent je dužan da na zahtev Banke o svom trošku dostavi Banci novu procenu vrednosti nepokretnosti na kojima je zasnovana hipoteka u korist Banke kao instrument obezbeđenja, u skladu sa važećim zakonskim propisima, a najmanje jednomom u tri godine, računajući od datuma procene vrednosti koju je Klijent dostavio Banci. Procena vrednosti mora biti izvršena od strane ovlašćenog procenitelja, veštaka odgovarajuće struke, odnosno pravnog lica koje je osnovano za obavljanje poslova veštačenja.

The Client shall, at the request of the Bank at on its own expense, provide the Bank with a new assessment of the value of the property on which mortgage is established in favor of the Bank as collateral, in accordance with applicable laws and regulations, and at least in three years from the date of previous assessment delivered to the Bank by the Client. Valuation must be performed by a certified appraiser of relevant profession or legal entity which is established for performing expertise and assessments.

Klijent, tj davalac sredstava obezbeđenja ima pravo da, po potpunom izmirenju obaveza Klijenta prema Banci preuzme neiskorišćena sredstva obezbeđenja uključujući i sredstva obezbeđenja koja su upisana u odgovarajući registar.

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.

6.3. Troškovi povodom sredstava obezbeđenja

Sve troškove proistekle u vezi sa pribavljanjem, administracijom i realizacijom sredstava obezbeđenja potraživanja Banke (npr. osiguranja, skladista i nadzor kao i postupka njihovog zasnivanja itd.) snosi Klijent i Banka je ovlašćena da iste naplati na teret njegovog računa, u skladu sa odredbama ovih Pravila i zaključenog Ugovore.

6.3. Costs related to security instruments

Any costs and expenses incurred in acquisition, administration and realization of security instruments (e.g. insurance costs, warehouse charges and costs of supervision, as well as costs of constitution thereof) are borne by the Client and the Bank is authorized to collect the same by debiting the Client's account in accordance with the provisions of these General Terms and the Contract.

6.4. Realizaciji sredstava obezbeđenja

Ukoliko Klijent ne ispunji svoje obaveze u predviđenom roku i/ili ne dostavi zahtevano sredstvo obezbeđenja odnosno povećanje/zamenu istog, Banka je ovlašćena da pristupi realizaciji bilo kojeg sredstva obezbeđenja u saglasnosti sa relevantnim zakonskim propisima i uz dužno poštovanje interesa Klijenta.

6.4. Realization of security instruments

If the Client does not fulfill his/her obligations on due date and/or fails to provide or increase/substitute the requested security, the Bank is entitled to realize any security whatsoever in compliance with the applicable legal regulations and with due consideration of the Client's interest.

U slučaju da je izmirenje potraživanja obezbeđeno sa više sredstava obezbeđenja pruženih od strane Klijenta ili trećih lica, Banka je ovlašćena da prilikom realizacije samostalno vrši izbor u smislu redosleda, kao i da u interesu efikasnijeg

In case where the Client or any third party on behalf of the Client has provided more than one security, the Bank is entitled to make selection regarding the order of realization, at its own discretion; even if the Bank has a security at its disposal, the Bank may

namirenja, a bez obzira na to što u posedu drži određena sredstva obezbeđenja, prethodno pokuša namirenje svojih potraživanja i iz druge imovine Klijenta. Klijent nije ovlašćen da zahteva izmenu uobičajenog načina realizacije određenog sredstva obezbeđenja.

6.5. Posebno pravo Banke

Klijent je saglasan da Banka raspolaže sredstvima na svim njegovim računima kod Banke radi naplate dospelih neizmirenih obaveza Klijenta prema Banci, radi sprovođenja izvršnih sudskih odluka i izvršnih akata drugih državnih organa, kao i u drugim slučajevima predviđenih prinudnim propisima.

7. PRESTANAK POSLOVNIH ODNOSA

7.1 Raskid poslovnog odnosa

Osim kada je drugačije ugovoreno odnosno predviđeno relevantnim propisima i Klijent i Banka mogu slobodno raskinuti međusobni poslovni odnos u pismenoj formi, shodno odredbama ovih Pravila.

Dejstvo raskida nastupa odmah osim ako je drugačije ugovoreno ili predviđeno ovih Pravilima ili relevantnim propisima.

Određbe koje se primenjuju na raskid poslovnih odnosa između Banke i Klijenta shodno se primenjuju i na delimičan raskid poslovnih odnosa između Banke i Klijenta.

7.2. Saglasnost Klijenta

Nakon raskida poslovnih odnosa između Banke i Klijenta a pod uslovom potpunog izmirenja svih obaveza Klijenta prema Banci, ovim Klijent eksplicitno daje svoju saglasnost da će preostala sredstva na bilo kojem računu Klijenta, po sopstvenom nahođenju Banke, biti ili (i) stavljena na raspolaganje Klijenta ili (ii) biti preneti na drugu bankarsku instituciju koja posluje u skladu za zakonima Srbije.

U smislu ove tačke, Klijent je naročito u obavezi da oslobodi Banku od svih obaveza preuzetih u njegovo ime i/ili za njegov račun ili po njegovim instrukcijama, a u meri u kojoj to nije moguće, da pruži odgovarajuće obezbeđenje, u formi i sa sadržinom prihvatljivim za Banku, na ime urednog izmirenja tih obaveza.

8. 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.

Davalac sredstava obezbeđenja ima sva prava utvrđena ovom tačkom kao i Klijent u smislu definisanom uvodnim odredbama.

Banka je dužna da u poslovnim prostorijama u kojima nudi usluge Klijentima i na internet stranici obezbedi mogućnost podnošenja prigovora, odnosno mogućnost da se Klijenti upoznaju sa načinom podnošenja prigovora i načinom postupanja po istom.

a) **Rok za prigovor** iznosi **tri godine** od dana kada je učinjena povreda prava ili pravnog interesa Klijenta.

previously seek, for the purpose of an efficient settlement, satisfaction of its claims from other assets of the Client.

The Client cannot demand a modification of the usual manner of security realization.

6.5. Bank's special right

Client agrees the Bank disposes with all Client's resources on all its accounts within the Bank in order to collect due unpaid Client's obligations to the Bank, in order to implement executive courts' decisions and executive acts of other state's bodies as well as in other cases prescribed by the law.

7. TERMINATION OF BUSINESS RELATIONS

7.1. Termination of business relations

Unless otherwise agreed by the Client and the Bank or provided for by the relevant legislation, both the Client and the Bank may, at their respective discretion, terminate their business relations, in written form, in accordance with these General Terms.

Such termination shall have an immediate legal effect unless otherwise agreed or provided for by these General Terms or the relevant legislation.

The same provisions applicable to the termination of business relations between the Bank and the Client shall also apply to the partial termination of business relations between the Bank and the Client.

7.2. Client's consent

Upon termination of business relations between the Bank and the Client subject to the full satisfaction of entire Client's liabilities towards the Bank, the Client explicitly agrees hereunder that the remaining balance in any of his/her accounts, at the sole discretion of the Bank, shall be either (i) held at the Client's disposal, or (ii) transferred to other bank operating in accordance with the laws of the Republic of Serbia.

For the purpose of this item, the Client is obliged to release the Bank from all engagements assumed on his/her behalf and/or on his/her account or on his/her instructions and, insofar as this is not possible, to provide an adequate security, in the form and substance acceptable to the Bank, for due settlement of such liabilities.

8. 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.

Provider of collateral has all rights prescribed by this article as well as the clients defined in introductory provisions.

The Bank shall, at the business premises in which offers services and on its website, provide the opportunity to file complaint or opportunity to Clients to learn about the way of filing complaints and the procedure for the same.

a) **The deadline for complaints** is **three years** from the date the

- b) **Rok za odgovor Banke** iznosi **15 dana** od dana prijema prigovora. U slučaju da Banka iz razloga koji ne zavise od njene volje ne može da dostavi odgovor tom roku, isti se može produžiti za još najviše 15 dana, o čemu je Banka dužna da obavesti podnosioca prigovora u roku od 15 dana od dana prijema prigovora.
- c) **Sadržina odgovora Banke:** Banka je dužna da u pismenoj formi Klijentu dostavi jasan i razumljiv odgovor na prigovor, kao i da u tom odgovoru ukaže podnosiocu prigovora na njegovo pravo da podnese pritužbu Narodnoj banci Srbije.
- d) **Pritužba Narodnoj banci Srbije:** U slučaju da je Klijent nezadovoljan odgovorom Banke na prigovor ili mu odgovor nije dostavljen u propisanom roku, može Narodnoj banci Srbije (u daljem tekstu: NBS) podneti pritužbu, u pismenoj formi, ukoliko smatra da se Banka ne pridržava odredaba propisa kojima se uređuju usluge Banke. Rok za podnošenje pritužbe je **šest meseci** od dana prijema odgovora ili isteka roka za odgovor na prigovor.
NBS će od Banke zatražiti da se izjasni o navodima iz pritužbe i dostaviti odgovarajuće dokaze u roku koji NBS odredi, a koji ne može biti duži od **osam dana** od dana prijema zahteva.
NBS obavestava podnosioca pritužbe o nalazu po pritužbi u roku od **3 meseca** od dana prijema pritužbe, a u složenijim predmetima taj rok se može produžiti za još najviše tri meseca. NBS ujedno podnosioca pritužbe obavestava i o mogućnosti vansudskog rešavanja spornog odnosa sa Bankom.
- e) **Postupak posredovanja:** U slučaju da je podnosilac prigovora nezadovoljan odgovorom na prigovor ili mu odgovor nije dostavljen u propisanom roku, sporni odnos se može rešiti u vansudskom postupku – posupku posredovanja.
Postupak posredovanja se pokreće na predlog jedne strane koji je prihvatila druga strana. Predlog sadrži i rok za njegovo prihvatanje, koji ne može biti kraći od pet dana od dana dostavljanja predloga. Postupak može biti okončan sporazumom strana, obustavom ili odustankom.
- f) **Način podnošenja prigovora:** pismeni prigovor Klijent može podneti:
- Lično na šalterima Banke
 - Slanjem na e-mail adresu: prigovori@vtbbanka.rs
 - Poštom na adresu:
VTB Banka a.d. Beograd,
Služba usklađenosti poslovanja Banke
Balkanska br. 2, 11000 Beograd
 - Na sajtu www.vtbbanka.rs popunjavanjem propisane forme za podnošenje prigovora
 - Poštom na adresu:
Narodna banka Srbije - Centar za zaštitu i edukaciju korisnika finansijskih usluga Poštanski fah 712 11000 Beograd
 - Slanjem na E-mail adresu: zastita.korisnika@nbs.rs

law or legal interests of the client was violated.

- b) **The deadline for response of the Bank** is **15 days** from receipt of the complaint. In the event that the Bank for reasons that do not depend on her will, cant file a response within this period, it can be extended for another 15 days, in which case Bank is obliged to inform the complainant within 15 days of receipt of the complaint.
- c) **Content of Bank's responses:** The bank shall deliver to the Client, in writing, clear and understandable response on complaint, as well as indicate that the complainant has the right to file a complaint to the National Bank of Serbia.
- d) **Complaint to the National Bank of Serbia:** In the event that the Client is dissatisfied with the Bank's response or Bank's response was not delivered to him within the prescribed period, he can file a complaint in writing to the National Bank of Serbia (hereinafter: NBS) if he consider that the Bank does not comply with the provisions of regulations governing the Bank's services. The deadline for filing an appeal is **six months** from the date of receipt of the reply or expiry of the deadline for responding to the complaint.
NBS will seek the Bank to comment on the allegations in the complaint and submit appropriate evidence within the time specified by the NBS, which may not be longer than **eight days** as of receipt of the request.
NBS shall notify the complainant of the findings on the complaint within **three months** from the date of receipt of the complaint, and in more complex cases, this period may be extended for another three months. NBS at the same time notify the complainant about possibility of extra-judicial resolution of the disputed relationship with the Bank.
- e) **The mediation procedure:** In the event that the Client is dissatisfied with the Bank's response or Bank's response was not delivered to him within the prescribed period, the controversial relationship can be solved in extra-judicial proceedings - mediation procedure.
The mediation procedure is initiated at the suggestion of one party accepted by the other party. The proposal includes a deadline for its acceptance, which may not be less than five days from the date of submission of the proposal. The procedure can be concluded between the parties, suspension or abandonment.
- f) **Method of filing a complaint:** Client written complaint may be filed:
- in person at the Bank counters
 - by sending it to the e-mail address: prigovori@vtbbanka.rs
 - by mail to the following address:
VTB Bank JSC Belgrade,
Compliance Department
Balkanska Street, no. 2, 11000 Belgrade
 - on the site www.vtbbanka.rs by filling out the required forms for filing complaints
 - by mail to the following address:
The National Bank of Serbia - Centre for the Protection and Education Financial Services PO Box 712 11000 Belgrade
 - by sending it to the E-mail address: zastita.korisnika@nbs.rs

9. PRELAZNE I ZAVRŠNE ODREDBE

9.1. Nadležnost u slučaju spora

U slučaju spora povodom poslovnih odnosa Banke i Klijenta, utvrđuje se mesna nadležnost suda u Beogradu, osim u ako je drugačije izričito Ugovoreno i / ili predviđeno domaćim propisima.

9.2. Primena

Ova Pravila stupaju na snagu i primenjuju se počev od **01.10.2015. godine**

Ova pravila će se primenjivati na bilo koji naknadni ugovor zaključen između Klijenta i Banke osim ako nije eksplicitno naznačeno drugačije u datom ugovoru.

Ukoliko bilo koji uslov ili odredba ovih Pravila postane nepunovažan ili neprimenjiv, to neće biti od značaja za punovažnost ostalih uslova i odredbi, a prava i obaveze Klijenta i Banke će se tumačiti kao da ova Pravila nisu sadržavala nepunovažne i neprimenjive uslove ili odredbe

Stupanjem na snagu ovih Pravila i pratećih Priloga prestaju da važe i da se primenjuju Opšti uslovi i pravila poslovanja Banke usvojeni odlukom Upravnog odbora UO-61/2015 od 08.05.2015. godine.

9.3. Naknadne izmene ovih Pravila

Banka je dužna da na vidnom mestu u svojim poslovnim prostorijama u kojima nudi usluge i na Internet stranici www.vtbbanka.rs, 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.

U slučaju da Klijent blagovremeno ne istakne prigovor pismenim putem na izmene u smislu predhodnog paragrafa, smatraće se da se saglasio sa predmetnim izmenama.

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.

9.4. Sastavni delovi ovih Pravila

Sastavni deo ovih Pravila predstavljaju:

- Prilog 1 – Opšti uslovi i pravila poslovanja sa klijentima fizičkim licima, preduzetnicima i poljoprivrednicima;
- Prilog 2 – Opšti uslovi i pravila pružanja platnih usluga

9. TRANSITIONAL AND CLOSING PROVISIONS

9.1. Jurisdiction

Any disputes arising from the business relations between the Bank and the Client shall be resolved by the local competent court in Belgrade, unless otherwise explicitly expressed in the Contract and/or provided for by the local legislation.

9.2. Implementation

These Rules shall come into force and shall be **applied starting from the 01.10.2015.**

These regulations shall be applied to any subsequent contract concluded between the Client and the Bank, unless otherwise explicitly expressed in such contract.

If any term or provision of these General Terms becomes invalid or unenforceable, the validity of remaining terms and provisions shall not be affected and the rights and obligations of the Client and the Bank shall be construed as if the General Terms did not contain the invalid or enforceable terms of provisions.

Upon entry into force of these Rules cease to be valid and applicable General Terms and Conditions adopted by the decision of the Board of Directors UO-61/2015 as of 08.05.2015.

9.3. Subsequent amendments to the General Terms

The bank shall in a visible place in its premises in which the services offered and on the web site of the Bank www.vtbbanka.rs, 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.

Relevant amendments shall be considered as accepted by the Client unless the Client timely raises his/her written objection to the proposed amendments referred to in the previous paragraph.

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.

9.4. Integral parts of these Rules

An integral part of these rules are:

- Appendix 1 - General terms and conditions of business with the clients private individuals, entrepreneurs and farmers;
- Appendix 2 – General terms and conditions

Izmene i dopune ovih Opštih uslova i pravila poslovanja – Opšte odredbe, 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 these General Business Terms and Conditions – General Provisions, 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.