

**OPŠTI USLOVI POSLOVANJA SA FIZIČKIM  
LICIMA-GRAĐANIMA**

**VOJVODANSKE BANKE AD NOVI SAD**

**GENERAL TERMS AND CONDITIONS WITH  
PHYSICAL PERSONS -CITIZENS**

**VOJVODJANSKA BANKA AD NOVI SAD**

**DEFINICIJA POJMOVA**

Za potrebe ovih Opštih uslova poslovanja sa fizičkim licima Vojvođanske banke a.d. Novi Sad (u daljem tekstu: Opšti uslovi poslovanja) navedeni termini imaju sledeće značenje:

**Anuitet**

Redovna obaveza Klijenta koja proizlazi iz Ugovora o kreditu i koja sadrži glavnici i kamatu, koja dospeva prema Planu otplate.

Banka je dužna da Klijentu ponude prvenstveno kredit u dinarima, a, na zahtev Klijenta dužna je da mu omogući da kredit ugovori u dinarskoj protivvrednosti strane valute.

**Banka**

Vojvođanska banka a.d. Novi Sad, sa sedištem u Novom Sadu, Trg Slobode br. 7, sa svojim organizacionim delovima (filijalama).

**BELIBOR**

BELIBOR je referentna kamatna stopa za dinarska sredstva ponuđena od strane banaka Panela, na srpskom međubankarskom tržištu. BELIBOR stope se na Reuters sistemu računaju i objavljaju svakog radnog dana u 11:00 odn. 11:15 kao aritmetička sredina kotacija preostalih posle eliminisanja najviše i najniže stope, sa dva decimalna mesta.

**Valutna klauzula**

Ugovaranje u devizama, ali tako da se obaveze obe strane realizuje u dinarima, a svi obračuni visine određenih obaveza se vrše korišćenjem stranih valuta, prema ranije ugovorenom kursu.

**Viša sila**

Događaj prirodnji ili društveni koji nije mogao biti predviđen, otklonjen ili sprečen usled koga je nastala šteta, ili je došlo do nemogućnosti ispunjavanja obaveza. Višom silom se smatra prirodni događaj (poplava, zamljotres i sl, akti vlasti kao što su zabrana uvoza ili izvoza, demonstracije, teroristički ili drugi oblici nasilja, ratno stanje, štrajk i sl) na koje Banka nema uticaja.

**Dinar/RSD**

Zakonom utvrđena novčana jedinica Republike Srbije.

**DEFINITION OF TERMS**

For the purpose of this General Terms and Conditions of Vojvodjanska banka a.d. Novi Sad (hereinafter: General Terms and Conditions) expression and terms have the following meanings:

**Annuity**

A regular Client's obligation, stemming out from a loan Contract, and consisting of principal and interest, maturing on a pre-agreed time and referred in the loan repayment schedule.

The Bank is obliged to offer customers primarily loan in RSD, and, at the request of the Client Bank is obliged to allow him the FX loan.

**Bank**

Vojvodjanska Bank ad Novi Sad, with headquarters in Novi Sad, Trg Slobode street no. 7, with its business organization parts (branches).

**BELIBOR**

BELIBOR is a reference interest rate for dinar funds offered by the bank of the Panel, in the Serbian interbanking market. BELIBOR rates are calculated and published on the Reuters system every business day at 11:00 - 11:15 o'clock as an arithmetic average of quotations remaining after elimination of the highest and the lowest rate, with two decimals.

**Currency clause**

Contracting of an agreement in a foreign currency, whereby, both sides' obligations are realized in Dinars, while all calculations of the amount of obligations are done by using the agreed foreign currency, as per the contracted exchange rate.

**Force Majeure (Vis Major)**

A natural or social event that could not have been predicted stopped or prevented, which resulted in damages, or inability to settle liabilities. A Force majeure is an act of nature (flood, earthquake etc.) an act of government (ban on export or import), demonstrations, terrorist acts or other forms of violence, state of war, strike etc., which are reasonably considered beyond the Bank's control.

**Dinar/RSD**

Republic of Serbia monetary unit determined by the law.

**Docnja**

Propust Klijenta da u potpunosti izvrši obavezu proisteklu iz Ugovora o kreditu, odnosno moguće nepostupanje u skladu sa bilo kojom odredbom Ugovora o kreditu, kada je takva radnja predviđena kao kršenje ugovorne obaveze u Ugovoru.

**EUR**

EURO – zvanična valuta zemalja Evropske unije.

**EURIBOR**

EURIBOR (Euro Interbank Offered Rate) je referentna kamatna stopa koja predstavlja presek kamatnih stopa po kojima prvorazredne banke u evrozonu nude međusobne depozite na fiksne periode, za period uporediv sa periodom važenja Ugovora, a prema izveštaju Rojtersova sa pozivom na pregled "EURIBOR 01", ili bilo kog drugog sličnog oglašivača istog, u 11.15 časova po beogradskom vremenu.

**Efektivna kamatna stopa (EKS)**

Kamatna stopa utvrđena u skladu sa odgovarajućim propisima NBS.

**Zatezna kamata**

Zatezna kamata je kamata koju Klijent plaća ukoliko zadocni sa ispunjenjem novčane obaveze.

**Znatno nedozvoljeno prekoračenje računa**

Znatno nedozvoljeno prekoračenje računa predstavlja svaki iznos od preko RSD 1.000,00 koje Korisnik računa koristi mimo ugovornog odnosa sa bankom.

**Instrumenti obezbeđenja**

Sredstva u vlasništvu Klijenta ili Jemca platca , ili neke druge strane koja se pojavljuje u vidu Založnog dužnika, a čija je pravna realizacija obezbeđena Ugovorom o kreditu ili ugovorima o obezbeđenju, koji se odnose na Ugovor o kreditu, a u cilju obezbeđenja Banke, ukoliko Klijent i/ili Jemac platac ne ispune svoje ugovorene obaveze.

**Jemac platac/Solidarni dužnik**

Lice definisano u skladu sa Ugovorom.

**Klijent**

Fizičko lice građanin koje koristi ili je koristilo usluge Banke ili koje se obratilo Banci radi korišćenja usluga i koje je Banka kao takvo identifikovala. Solidarni dužnici i jemci platci se smatraju Klijentima. Poljoprivrednik kao nosilac ili član porodičnog poljoprivrednog gospodinstva u smislu propisa o poljoprivredi smatra se fizičkim licem u smislu ovih Opštih uslova poslovanja.

**Default**

Failure of the Client to fully repay within the agreed period an obligation stemming out from a loan Contract. Moreover, possible failure of the Client to comply with any other term of a loan Contract, when this failure has been agreed to be considered as an event of default for the Contract.

**EUR**

EUR – The basic unit of currency among participating European Union countries;

**EURIBOR**

EURIBOR (Euro Interbank Offered Rate) is a reference interest rate which represents the average interest rate at which the first-class banks in the euro zone offer to each other deposits for fixed periods, for the period comparable to the Contract tenor, and on the basis of the report from the Reuters service with reference to the tele-screen "EURIBOR 01", or any other similar provider, at 11.15 o'clock Belgrade time.

**Effective interest rate (EIR)**

Effective interest rate as defined in relevant NBS regulation.

**Default interest rate**

Default interest is interest paid if Client is late in fulfillment of financial obligations.

**Significant unauthorized overdraft**

Significant unauthorized overdraft represents any amount of over RSD 1,000.00 , which account owner uses out of the contractual relationship with the bank

**Collaterals**

Assets in the ownership and/or claims of the Client, the Guarantor or any other party acting as Collateral Provider, provided through the loan Contract or collateral agreements linked to the Contract to the Bank to serve as security instruments for the settlement of Bank's claims in case the Client and/or Guarantor fail to settle as agreed their contractual obligations.

**Guarantor/Co borrower**

A person as defined in the Contract.

**Client**

A physical person citizen, who uses or has used the Bank's services, or a person who has contacted the Bank with the aim of using the services and who has been identified as such by the Bank, Co-borrowers and guarantors are considered as Clients. A farmer as holder or member of family agricultural household in terms of regulations on agriculture will be considered as a physical person, according to these General Terms and Conditions.

## **Kreditni plasman**

Određeni iznos novčanih sredstava u formi kredita, kreditnog limita ili garancije koje je Banka odobrila u korist Klijenta i koji može biti korišćen u skladu sa odredbama, rokovima i namenom navedenom u Ugovoru.

## **LIBOR**

Londonska ponuđena međubankarska stopa za EUR – za pozajmice u USD, CHF, GBP, za period uporediv sa periodom važenja Ugovora, a prema izveštaju Rojtersovog servisa sa pozivom na pregled "ISDA", ili bilo kog drugog sličnog oglašivača, istog, u 11.15 časova po beogradskom vremenu.

## **Marža**

Deo utvrđene kamatne stope izražen u procentima, koji se dodaju Referentnoj kamatnoj stopi kako bi se formirala Ugovorena kamatna stopa.

## **Narodna banka Srbije - NBS**

Centralna banka Republike Srbije po Ustavu i zakonu.

## **NKOSK**

Nacionalna korporacija za osiguranje stambenih kredita

## **Porezi**

Svi sadašnji i budući porezi, porez na dohodak, dažbine, takse, oporezivanja, odbitke, troškove, naknade ili obustave bilo kakve prirode (uključujući kamatu, penale) propisane od strane bilo kojih poreskih ili drugih nadležnih organa, uključujući i Narodnu banku Srbije, uz odbitak bilo kakvih potraživanja Banke vezano za plaćanje glavnog duga, kamate, troškova, naknada ili drugih iznosa utvrđenih Ugovorom.

## **Radni dan**

Dan koji nije dan državnog praznika ili nedelja.

## **Referentna kamatna stopa**

Kamatna stopa prema čijim promenama se upravljuju druge kamatne stope.

## **Ugovor**

Pisani sporazum između Banke i Klijenta, u kom su se obe strane složile oko uslova i ponude (upućene od strane Banke) vezane za konkretni Bančin proizvod, a koji praćen neophodnim prilozima, tabelama i drugim dokumentima, koji se smatraju sastavnim delom Ugovora, u skladu sa pozitivno pravnim propisima

## **Credit facility**

Certain amount of monetary fund's in the form of loan, credit limit or letter of guarantee, which the Bank approved in favor of the Client and which can be used according to the terms, conditions and purpose stipulated in the Contract.

## **LIBOR**

LIBOR (London Interbank Offered Rate) for EUR – for loans in USD, CHF, GBP, for the period comparable to the Contract tenor, and on the basis of the report from the Reuters service with reference to the chart "ISDA", or any other similar provider, at 11.15 o'clock Belgrade time.

## **Margin**

A part of an agreed interest rate, expressed in percentage points, which is added to the Reference interest rate to make the Contractual interest rate.

## **National bank of Serbia - NBS**

Central bank of Republic of Serbia determined by Constitution and the Law.

## **NMIC**

National Mortgage Insurance Corporation

## **Taxes**

All current and future taxes, income tax, charges, deductions, withholdings, expenses, fees, or suspensions of any nature (including interest, penalties), imposed or to be imposed by any tax or other competent authority, including the National bank of Serbia, deducting any receivable of the Bank regarding payments for principal debt, interest, expenses, charges, or other amounts payable based on a Contract.

## **Business day**

A day which is not an official Serbian state holiday or Sunday.

## **Reference Interest Rate**

Interest Rate, based on its changes, the all other interest rate are managed.

## **Contract**

It is a written agreement, between the Bank and the Client, in which both parties agree on the terms and conditions for the offer (from the Bank's side) and the use (from the Client's side) of a specific Bank's product; it may be accompanied by the necessary annexes, tables and other documents, which are considered as an integral part of the Contract, pursuant to the valid regulations.

## **Obligatory clauses of the Contract**

Clauses of the Contract concluded between the client

vezi sa korišćenjem bankarskog proizvoda ili usluge, a koji su zakonskim propisima definisani kao obavezni i koji se ne mogu jednostrano menjati.

## **Ugovorena kamatna stopa**

Nominalna kamatna stopa predviđena u ugovornom odnosu sa Klijentom koja može biti izražena kao fiksni ili promjenjivi procenat i, koja se primjenjuje na iznos povučenih kreditnih sredstava, odnosno primljeni depozit.

## **1. OPŠTE ODREDBE**

### **Član 1.**

Opšti uslovi poslovanja Vojvođanske banke a.d. Novi Sad sadrže standardne uslove poslovanja u cilju uspostavljanja i održavanja odnosa između Klijenata i Banke, postupak komunikacije između Klijenata i Banke, i druga pitanja od interesa za poslovanje Banke sa Klijentima – fizičkim licima građanima.

## **2. ODNOS BANKE I KLIJENTA**

### **2.1. Ugovorni odnos**

#### **Član 2.**

O regulisanju međusobnih prava i obaveza, Banka i Klijent zaključuju pisani Ugovor u skladu sa zakonom, podzakonskim aktima i internim aktima Banke.

Ugovor sadrži obavezne elemente ugovora za obavljanje depozitnih i kreditnih poslova i poslova sa računima i platnim karticama, transfere novca i druge posebne bankarske usluge i delatnosti.

Uz ugovor Banka će Klijenta snabdeti sa pratećim obrascima, u skladu sa važećim propisima.

Banka će postupati sa dužnom pažnjom u ispunjenju svojih obaveza u skladu sa pravilima bankarskog poslovanja i fer odnos prema Klijentu.

### **2.2. Prestanak Ugovora**

#### **Član 3.**

Ugovor između Banke i Klijenta prestaje da važi:

- Nakon isteka roka i utvrđivanja da su sve obaveze obe ugovorne strane ispunjene;
- Usled kršenja odredbi Ugovora, što dovodi do prevremenog raskida ugovora;
- Kad jedna od dve ugovorne strane iskoristi poseban uslov kojim Ugovor reguliše prevremeni raskid ugovora.

Imajući u vidu gore navedeno, Klijent može zahtevati raskid Ugovora sa Bankom (depozit ili kredit), pre isteka

and the Bank in relation to the usage of banking product or service, which are defined in legal regulations as obligatory and cannot be changed unilaterally.

## **Contractual interest rate**

Nominal interest rate defined in contractual relationship with the Client which can be determinate as fixed or variable percentage applicable on the amount of the disbursed facility funds, i.d. deposited funds.

## **1. GENERAL PROVISIONS**

### **Article 1**

The General Terms and Conditions of Vojvodjanska banka a.d. Novi Sad , include standard operating rules with the aim of establishing and maintaining relation between the Client and the Bank, the communication process between the Client and the Bank and other issues relevant to the Bank's business with Clients - physical persons, citizens.

## **2. RELATIONSHIP BETWEEN THE BANK AND THE CLIENT**

### **2.1. Contractual relationship**

#### **Article 2**

About regulation of mutual rights and obligations of the Bank and the Client shall conclude a written Contract in accordance with the law, bylaws and internal acts of the Bank.

The contract contains obligatory elements for accepting deposits and lending operations and operations with accounts and credit cards, money transfers and other banking services and special activities.

With Contract, the Bank furnishes the Client with accompanying forms pursuant to the valid regulations.

The Bank pays due attention to the fulfillment of its obligations, pursuant to the rules of conducting banking business and fair treatment of the Client.

### **2.2. Termination of Contracts**

#### **Article 3**

A Contract between the Bank and the Client is considered as terminated:

- After the elapse of its maturity date and provided that all obligations of both parties have been fulfilled;
- Due to breach of Contract provisions, which asks for the early termination of the Contract;
- When one of the two parties makes use of special terms of the Contract regulating the Early Termination.

In accordance with above mentioned, the Client can demand the termination of a Contract with the Bank

roka, i izvršavajući potpunu otplatu, ukoliko je Banka pisanim putem obaveštena, najmanje 15 kalendarskih dana pre raskida Ugovora, uz naplatu svih naknada definisanih u postojećem Ugovoru.

### **2.3. Obaveštavanje i izmena obaveznih i drugih elemenata ugovora**

#### **Član 4.**

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

Banka će Klijentu najmanje šestomesečno bez naknade dostaviti obaveštenje o stanju njegovog duga.

Ako Banka namerava da neki od obaveznih elemenata ugovora izmeni, dužna je da pribavi pismenu saglasnost Klijenta pre primene te izmene, izuzev ako je zakonom ili pojedinačnim ugovorom na drugačiji način propisana izmena obaveznih elemenata ugovora. U slučaju da Klijent nije saglasan sa ovom izmenom, Banka ne može iz tog razloga jednostrano izmeniti uslove iz ugovora, niti ugovor jednostrano raskinuti, odnosno otkazati. Izuzetno, ako se visina fiksne kamatne stope ili fiksнog elementa promenljive kamatne stope, odnosno visina kamata i naknada i drugih troškova menjaju u korist korisnika – te izmene se mogu primenjivati odmah i bez njegove prethodne saglasnosti. U slučaju promene odredbi koji nisu obavezni elementi ugovora, Banka je dužna da Klijenta blagovremeno obavesti na ugovoren način.

### **2.4. Prava, obaveze i odgovornost Banke**

#### **Član 5.**

Banka slobodno odlučuje o izboru Klijenata. Banka je ovlašćena da pristupi realizaciji bilo kakvih zahtevanih troškova i zaduži račun klijenta, bez njegove pismene saglasnosti ili naloga u postupku prinudne naplate, po izvršnim odlukama suda i drugih regulatornih organa kao i u drugim zakonom propisanim slučajevima.

Banka će bez saglasnosti Klijenta obustaviti već započeti poslovni odnos, određenu uslugu ili izvršenje transakcije, ukoliko utvrdi da postoje jasne indicije koje ukazuju na pranje novca i/ili finansiranja terorizma.

Banka i Klijent zadržavaju pravo da se u bilo kom trenutku pre zaključenja Ugovora odustanu od uspostavljanja poslovnog odnosa, bez obaveze dostavljanja dodatnog objašnjenja bilo koje strane. Klijent ima pravo na odustanak od već zaključenog ugovora o proizvodima na koje se primenjuju odredbe Zakona o zaštiti korisnika finansijskih usluga bez navođenja razloga za odustanak u skladu sa Ugovorom i Zakonom o zaštiti korisnika finansijskih usluga.

(deposit or loan) and payment in full before its contractual maturity; provided that the Bank is informed in writing at least 15 calendar days prior the termination date and subject to the any fees defined in the Contract.

### **2.3. Notification and amendment of obligatory and other Contract elements**

#### **Article 4**

The Client is entitled from the Bank, in writing or on another durable medium to obtain information, data and instructions that are related to his contractual relationship with the provider, the manner and terms agreed in the Contract.

The Bank will at least every six months at no charge deliver notification to a Client on the status of its debt.

If the Bank intends to amend some of the mandatory elements of the Contract, it must obtain the written consent of the Client before applying the changes, unless if with the law or with individual contract is differently prescribed changes of mandatory elements of the contract. If the Client does not agree with the change, the Bank cannot therefore unilaterally change term of the Contract, unilaterally terminate or cancel Contract.

Exceptionally, if the height of the fixed interest rate or fixed element of variable interest rates, or the height of the interest rates and other expenses are changing in favor of user – these changes can be implemented immediately and without its prior consent.

In case of provision change that are not mandatory element of the Contract the Bank will notify the Client in the agreed manner.

### **2.4. Bank's rights, obligations and responsibilities**

#### **Article 5**

The Bank freely decides on the choice of the clients. The Bank shall be authorized to proceed to the realization of any required expenses and charge accordingly the Clients' accounts without their consent or order in the forced collection procedure, upon court execution orders and orders of other regulatory bodies, as well as in other legally prescribed cases.

The Bank shall suspend without the Client's consent an already established business relationship, the use of a certain product/service or execution of a transaction if based on provisions of a relevant law there are indications showing the suspicion of money laundering and/or terrorism financing.

The Bank and the Client retain the right to withdraw from the intended business relationship, at any time before signing of the Contract, without the obligation for additional explanation by either side.

The client has the right to withdraw from the already concluded contract on products to which the provisions of the Customer Services User Protection Law without giving a reason for cancellation, in accordance with the Contract and the Consumer Protection Law.

## **Član 6.**

Banka može poveriti obavljanje preuzetih poslova trećem licu, pod uslovom da je to dozvoljeno zakonom, a u skladu sa odgovarajućim internim dokumentima i politikama.

U ovim slučajevima, Banka će preduzeti sve mere predostrožnosti, u odabiru pouzdanog partnera u obavljanju poslova, da osigura adekvatno prihvatanje i poštovanje Opštih uslova poslovanja kao i praćenje njihove adekvatne primene

## **Član 7.**

Banka će posvetiti pažnju na aktivnosti i postupke svojih zaposlenih.

Banka ne odgovara za štetu koja nastupi delovanjem više sile, nemira (demonstracija ili javnih manifestacija, terorističkog ili drugog oblika nasilja), rata, vanrednog stanja, prirodne nepogode, štrajka i dr. na koje ona nema uticaja.

Navedeno u prethodnom stavu ovog člana, važi i u slučaju da Banka iz razloga navedenih u prethodnom stavu u određene dane ili na određeno vreme obustavi ili ograniči svoju poslovnu delatnost ili ukoliko su ove smetnje prouzrokovane sličnim vrstama problema nastalih delovanjem trećih lica.

## **Član 8.**

Banka će se u svom poslovanju pridržavati obaveze čuvanja bankarske tajne u meri u kojoj je to definisano zakonom.

Bankarska tajna je poslovna tajna pod kojom se smatraju:

- podaci koji su poznati Banci, a odnose se na lične podatke, finansijsko stanje i transakcije, kao i na vlasništvo ili poslovne veze Klijenta te ili druge banke;
- podaci o stanju i prometu na individualnim računima;
- drugi podaci do kojih banka dođe u poslovanju sa Klijentima, u skladu sa zakonom.

Banka zadržava pravo da podatke koji predstavljaju bankarsku tajnu učini dostupnim u slučaju da:

- Da je to zahtevano odlukom suda, organa nadležnog za sprečavanje pranja novca, kao i drugog organa koji je zakonski ovlašćen da zahteva tu informaciju;
- Da se ti podaci koriste od strane drugog organizacionog dela koji pripada NBG grupi, u skladu sa zakonom;
- Da je prosleđena trećim licima kojima je povereno obavljanje poslova, a ova informacija je neophodna za obavljanje istih, a u skladu sa zakonom.

Utvrđeno je da će u slučajevima, navedenim u

## **Article 6**

The Bank may assign to a third party selected parts of its operations, provided that this is in accordance with the law and always in compliance with its internal relevant documents and policies.

In these cases, the Bank takes all precautionary measures to select reliable counterparties to perform these jobs, to assure their appropriate information, to secure their acceptance and commitment on the GTCs' observance and to monitor their proper performance in this respect.

## **Article 7**

The Bank shall pay close attention on activities and acts of its employees.

The Bank does not assume any obligation for damages caused by circumstances of force majeure, unrests (protests or public events, terrorist or other acts of violence), war, state of emergency, natural disasters, strike and other circumstances to which it does not have any influence.

Stipulation from the previous paragraph of this Article is also applied in case the Bank halts or limits its business activities for reasons relevant to the previous paragraph on certain days or for a certain period or these interruptions are caused by similar type of problems coming out from third parties' business interruption.

## **Article 8**

During the course of its operations, the Bank will honor the obligation to keep the banking secret, as this is defined at any time by the applicable law.

The banking secret is a business secret that includes the following:

- Information known to the Bank relating to the personal data, financial situation and transactions, as well as to the ownership information or business relations of the Client of this or other bank;
- Information on the balance of and turnover in individual accounts;
- Other information that becomes available to the Bank during the course of business operations with the Clients as defined in the Law.

The Bank retains the right or will make available the information representing the banking secret only if:

1. required to do so by the a court decision, a body in charge for money laundering prevention, an authority entitled by law to request this information;
2. it is to be used by another affiliated entity belonging to NBG Group, according to the law;
3. it is to be forwarded to a third party assigned of business in which this information is necessary for the business performance, according to the law.

It is made clear that for cases 2 and 3 as paragraph

prethodnom stavu pod 2. i 3., lica kojima je informacija učinjena dostupnom, dostaviti prethodnu pisano izjavu o obavezi čuvanja bankarske tajne.

### **Član 8.1.**

Banka je u obavezi da bez odlaganja obavesti klijenta o tome da li je podneta dokumentacija uz konkretni kreditni zahtev kompletna, u pisanoj formi ili elektronskim putem.

### **Član 8.2.**

Banka je u obavezi da u predugovornoj fazi klijentu uruči u pisanoj formi informacije o dokumentaciji koju su korisnici dužni da podnesu uz pisani zahtev za korišćenje konkretnе bankarske usluge.

### **Član 8.3.**

Rokovi za odlučivanje o urednim zahtevima korisnika za odobravanje kredita, u delu kreditnog procesa koji se odvija isključivo u okviru Banke, su sledeći :

- za neobezbedjene kreditne proizvode stanovništvu do 10 radnih dana;
- za obezbedjene kreditne proizvode stanovništvu do 45 radnih dana.

Rokovi iz prethodnog stava počinju da teku od dana kada je Banka obavestila Klijenta da je podneta kompletna dokumentacija.

## **2.5. Prava, obaveze i odgovornost Klijenta**

### **Član 9.**

Klijent ima pravo da u predugovornoj fazi od Banke zahteva sve relevantne informacije i dobije odgovarajuće obaveštenje i instrukcije koje se odnose na bankarsku uslugu, uključujući i pravo na Ponudu Banke, koju Banka daje na propisanom obrascu Narodne banke Srbije ili na drugi način, kao i pravo da uz pismeni zahtev, dobije i tekst nacrtta Ugovora u vezi sa proizvodima i uslovima koji su predmet njegovog interesovanja.

Klijent je obavezan da bez odlaganja obavesti Banku o svim promenama ličnih identifikacionih podataka, a naročito ličnog i porodičnog imena, adresu, poslodavca, promenama sedišta poslodavca, promenama broja telefona, e-mail adresu, kao i drugih podataka bitnih za nesmetano dostavljanje obaveštenja od strane Banke.

Obaveštavanje Klijenta putem trajnog nosača podataka smatra se obaveštenje poslato Klijentu putem elektorske pošte (e-mail) odnosno putem sms poruke, na e-mail adresu odnosno broj telefona koji je Klijent naveo Banci kao svoju e-mail adresu odnosno broj telefona koji će biti dostupan Banci u toku čitavog trajanja ugovornog odnosa, a što će ugovorne strane smatrati uredno dostavljenim obaveštenjem.

Ukoliko Klijent promeni podatke o adresi, e-mail adresi

above, the party to receive the information will be in prior and in writing committed to observe the outstanding obligations of bank secret.

### **Article 8.1.**

The Bank is obliged immediately to inform the client about whether the documentation enclosed with the specific loan application is complete, in writing or by electronic means.

### **Article 8.2.**

The Bank is obliged to deliver to the client, in the pre-contractual stage in written form, information regarding documents that users are required to submit together with written request for the use of specific banking services.

### **Article 8.3.**

Deadlines for decisions upon clients loan requests with completed documents, in the part of loan approval process that takes place entirely within the Bank, are as follows:

- For unsecured loan products to private individuals: up to 10 working days;
- For secured loan products to private individuals: up to 45 working days.

Deadlines in the preceding paragraph shall commence to run from the day when the Bank informed the client that submitted documentation is completed

## **2.5. Client's rights, obligations and responsibilities**

### **Article 9**

The Client shall have the right, in pre-contract phase, to request from the Bank all relevant information and to receive corresponding explanations and instructions which refer to the banking services including the right for the Bank offer which Bank gives in the form prescribed by the National Bank of Serbia, or on some other way and the right to receive at written request the text of the draft Contract pertaining to the products and services for which he is interested in.

The Client has the obligation to immediately inform the Bank about all changes in his personal identification data, indicatively first or last name, address, employer, changes in the employer head office location, changes of the phone numbers, e-mail addresses and other data essential for the smooth delivery of the notification by the Bank.

Notice sent to the Client via electronic communication (e mail), i.e. via SMS message, on e mail address, i.e. no. of the mobile phone of which client informed the Bank as his e mail address, i.e. mobile phone number, and which will be available to the Bank during the all time of contractual relationship is considered as information to the Client on durable medium as and will be considered as validly delivered notice.

If the Client changes information of his address, e mail

odnosno broju telefona, a o toj promeni ne obavesti odmah Banku, kao dan dostave se uzima dan kada je Banka prvi put pokušala dostavu na osnovu poslednjeg podatka koji je Klijent dao Banci za dostavu.

Ukoliko Klijent ne želi ili nema mogućnosti da mu se dostava obaveštenja vrši na način utvrđen u stavu 3 ovog člana, Banka će dostavu obaveštenja izvršiti na Šalteru Banke i to matične filijale iz Ugovora, a Klijent je u obavezi da obaveštenja preuzme lično na način naveden u ovom stavu. Obaveštenje dostavljeno na ovaj način smatra se uredno dostavljenim obaveštenjem.

Kada je Banka u obavezi da Klijentu dostavi Plan otplate, to će učiniti u skladu sa Zakonom o zaštiti korisnika finansijskih usluga, a na način i u rokovima definisanim u Ugovoru.

Banka može za pojedine proizvode u skladu sa odlukom nadleženih organa Banke i kada je to ugovorenno, Klijenta obaveštavati i putem dostavljanja pismena na adresu koju je Klijent naveo Banci kao adresu za dostavljanje pismena.

U smislu prethodnog stava, ukoliko Klijent nije primio obaveštenje Banke zato što je promenio adresu za dostavu, a o toj promeni ne obavesti odmah Banku, kao dan dostave se uzima dan kada je fizičko ili pravno lice ovlašćeno/specijalizovano za poslove dostave potvrđio da je prvi put pokušao uručenje dostave obaveštenja na zvaničnu adresu koju je Klijent prezentovao Banci.

Klijent sva obaveštenja, zahteve ili odobrenja upućuje matičnoj filijali Banke.

Isprave i obaveštenja koje Klijent dostavlja Banci na stranom jeziku, na zahtev Banke dostavljaju se u overenom prevodu na srpski jezik.

Klijent snosi zakonsku odgovornost i štetu koja nastane nepridržavanjem njegove obaveze obaveštavanja Banke, u smislu ovog člana.

## Član 10.

Klijentovi nalozi Banci moraju biti jasni i nedvosmisleni, dati u pisanoj formi /pod čim se podrazumevaju i nalozi dati putem elektronskog i mobilnog bankarstva/ a u skladu sa važećim zakonskim i drugim propisima i opštim aktima Banke.

Ukoliko Banka smatra da nije u mogućnosti da izvrši nalog, obavestiće o tome Klijenta u razumnom roku.

Banka ne odgovara za štetu koja nastane u izvršenju poslova, ako je šteta prouzrokovana usled nedovoljno preciznih naloga Klijenta.

## Član 11.

Klijent mora proveriti tačnost i potpunost izvoda s tekućeg ili drugih računa, kao i svih drugih izvestaja i obaveštenja koje primi od Banke.

address, i.e. phone number, and does not inform the Bank on that change, first day on which the bank tried delivery on the last data given by the client in considered as day of delivery.

If the Client is unwilling or is unable to be provided with notification made in the manner specified in paragraph 3 of this Article, the Bank will make a notice on the Bank counter in home branch from the Contract, and the Client is obliged to take information personal, as specified in this paragraph. Notice delivered in this way deemed duly received notice.

When the Bank is required to submit a Repayment plan to the Client, it will do so in accordance with the Consumer Protection Law users of financial services, in the manner and terms defined in the Contract.

The Bank may, for certain products, in accordance with the decision of the competent authorities of the Bank and when is agreed, notify the Client by submitting a letter to the address indicated by the Client to the Bank as the address for submission of letters.

In accordance with the above stipulated, If the Client has not received the Bank's notification because the Client has changed the mailing address, and the Bank has not been informed about the change in the address immediately, the date of the delivery will be the day confirmed by the physical person or legal entity authorized/specialized for delivery services as the day of first attempted delivery to Client on the address that Client presented.

The Client will provide all notices, requests or approvals referred to the main Branch of the Bank.

The documents and notifications submitted by the Client to the Bank in a foreign language, if requested by the Bank, have to be submitted in certified Serbian translation.

The Client is held responsible for the damage caused to the Bank due to his non-compliance with his obligation to inform the Bank as described in this article.

## Article 10

The Client's orders issued to the Bank have to be clear and unambiguous, in writing including the orders given by electronic and mobile banking, and in conformity with the applicable legal and other regulations and the Bank's internal regulations and bylaws.

If the Bank believes that it cannot fulfill the Client's order, the Bank will inform accordingly the Client within a reasonable period of time.

The Bank is not responsible for the damage occurred during the course of the business operations if the damage is caused by the need for additional check of insufficiently clear Client's orders.

## Article 11

The Client must check the accuracy and completeness of the statements of the current or other accounts, as well as of all other reports and notifications received from

U slučaju eventualnih prigovora na dokumenta koja je primio od Banke, Klijent može da uloži prigovor. Banka će razmotriti prigovor i odgovoriti Klijentu.

### Član 12.

Ukoliko, saglasno ugovornom odnosu, Klijent ne primi dokumenata od Banke u predviđenom roku (izvod sa tekućeg ili drugog računa, razne obračune i slično), dužan je da o tome obavesti Banku.

Banka ne odgovara za štetu koja može nastati zbog izostanka njenog dokumenta, ako o tom izostanku nije bez odlaganja obaveštena, ili ukoliko je kašnjenje izazvano razlozima na koje Banka nije mogla da utiče.

### Komunikacija sa klijentom

### Član 13.

Komunikacija Banke i Klijenata, obavlja se preko informativnog i reklamnog materijala, dostupnog na šalterima Banke, telefonskog kontakta, pošte, internet prezetacije i to u pismenoj formi, elektronskim putem, sms-om kao i neposrednom komunikacijom u poslovnim prostorijama Banke, odnosno Call-centrom Banke.

Komunikaciju sa Klijentima, Banka može vršiti i kroz marketinške aktivnosti i razne vidove reklamnog oglašavanja u medijima ili na bilo koji drugi način koji će omogućiti klijentu da sve poruke kojima se oglašavaju određeni proizvodi, odnosno usluge budu jasni i razumljivi, u skladu sa Zakonom o bankama, Zakonom o zaštiti konkurenциje, Zakonom o zaštiti podataka o ličnosti, Zakonom o zaštiti korisnika finansijskih usluga Zakonom o platnim uslugma i ovim Opštim uslovima poslovanja.

#### Pravo na prigovor:

Korisnik i davalac sredstava obezbeđenja ima pravo da Banci uputi pisani prigovor na adresu Banke, matične/najbliže filijale kao i elektronskim putem na e-mail prema uputstvu objavljenom na internet sajtu Banke, ukoliko smatra da se Banka ne pridržava zaključenih ugovornih odredbi, OUP, dobrih poslovnih običaja/prakse kao i zakonskih propisa Republike Srbije, odnosno, ukoliko se prethodno predmet pisanog prigovora koji predstavlja sporni odnos nije mogao prevazići na dugi način.

Pravo iz stava jedan ovog člana Korisnik /Davalac sredstava obezbeđenja ima u roku od tri godine od dana kada smatra da je učinjena povreda prava i/ ili interesa, a koja je predmet prigovora.

Pisani prigovor obavezno treba da sadrži lične podake Korisnika/podnosioca prigovora (adresu prebivališta/boravište, jmbg) kao i kratak i jasan opis predmeta prigovora.

Banka je dužna da na prigovor odgovori u u roku od 15 odnosno, u izuzetnim slučajevima, 30 dana od dana prijema pisanog prigovora. Korisnik/Davalac sredstava obezbeđenja/podnosič prigovora koji nije zadovoljan

the Bank.

In case of objection to the documents received from the Bank, the Client may file a complaint. The Bank will investigate the objection and respond to the Client accordingly.

### Article 12

If the Client, pursuant to the contractual relationship, do not receive document from the Bank in determined term (statement of the current or other account, various calculations and similar), Client is obliged to inform the Bank.

The Bank is not responsible for the damage caused by the undelivered document if it has not been informed without delay that the document was not received or the delays are caused by reasons outside the Bank's control.

### Communication with client

### Article 13

The communication between the Client and the Bank shall be carried out through informative and advertising materials available at the Bank's counters, internet presentations, telephone calls, mail, that is, communications in a written form, electronically, SMS and in direct oral communications at the Banks business premises or through the Call Centre.

The communications with Clients shall also include marketing activities and advertising announcements in public media or in other way and shall enable Clients that all advertising messages promoting certain product/service contain elements which clearly and understandably inform Clients in compliance with, Law on Banks, Law on the Protection of Competition, Law on the Protection Personal Data, Consumer protection Law Law for Provision of Payment Services and and this GTC.

#### Right for complaint:

Client is entitled to send a written complaint to the Banks address, main/nearest branch as well as electronically via e-mail according to the instructions posted on the website of the Bank, if it considers that the Bank fails to comply with the contractual provision Concluded, General Terms and conditions, good Business practice / practice and legislation of Republic of Serbia, respectively, unless previously subject to the objection that represents the contentious relationship could not be overcome in any other way.

The right to protest Client has within a period of three years from the date when Client considers violated rights and/or interests and which is the subject of the complaint.

The written complaint must also contain personal data of complainant (permanent/temporary address, JMBG) as well as clear and concise description of the subject of the complaint.

Bank is obliged to reply to the complient in within 15, or, in exceptional cases, 30 days from the day of receiving written complain. Client / complainant who is not satisfied with Bank's response or if Bank does not

dostavljenim odgovorom Banke ili ukoliko Banka po istom ne postupi, tj ne odgovori u navedenim rokovima, može uložiti pritužbu NBS, Sektoru za zaštitu i edukaciju korisnika finansijskih usluga, u roku od 6 meseci od dana prijema Bančinog odgovora odnosno od poslednjeg dana isteka roka za Bančino postupanje i to na sledeću adresu: NBS, ul. Nemanjina br. 17, Beograd ili NBS, Sektor za zaštitu korisnika finansijskih usluga, Poštanski fah 712, a pre pokretanja sudskog spora, u skladu sa odredbama Zakona o zaštiti korisnika finansijskih usluga.

### Član 13.1.

Korisnik ima mogućnost i da pokrene postupak posredovanja radi vansudskog rešavanja spornog odnosa, kao i Banka u skladu sa Zakonom o posredovanju u rešavanju sporova i u skladu sa Zakonom o zaštiti korisnika finansijskih usluga.

Posredovanje-medijacija kao proces vansudskog rešavanja sporova može se sprovesti pred NBS, ali i pred drugim organom ili licem ovlašćenim za posredovanje.

Postupak posredovanja-medijacije započinje potpisivanjem Sporazuma o pristupu medijaciji.

Postupak posredovanja-medijacije se može okončati odustankom, obustavom ili potpisivanjem Sporazuma o rešavanju spornog odnosa posredovanjem a koji može da ima snagu izvršne isprave ukoliko sadrži klauzulu izvršnosti i overu.

## 3. DEPOZITI

### Član 14.

Depozit je dinarska ili devizna novčana obaveza Banke, koja proizilazi iz novčanog depozita, bankarskog tekućeg računa ili drugog novčanog računa i na osnovu koga nastaje zakonska ili ugovorna obaveza Banke na povraćaj sredstava.

Depozit može biti depozit po viđenju /tekući-transakcioni račun ili štedni račun/ i oročeni depozit.

Oročeni depoziti mogu biti kratkoročni i dugoročni.

Oročeni depozit može biti oročeni depozit bez namene i oročeni depozit sa namenom, sa otkaznim rokom i bez otkaznog roka.

Nenamenski oročeni depoziti mogu biti sa isplatom kamate po isteku oročenja, sa isplatom kamate unapred i mesečnom isplatom kamate kao i sa ili bez mogućnosti uplata i isplata za vreme trajanja oročenja u zavisnosti od proizvoda.

Uslovi prijema depozita, raspolaganja depozitom kao i prava i obaveze Banke i Klijenta, uređuju se Ugovorom. Ugovor mora da sadrži obavezne elemente utvrđene Zakonom o zaštiti korisnika finansijskih usluga.

Depozitima po viđenju koji nisu imali promeneinicirane

act according to the same, or does not act in mentioned deadlines, can sent complaint to NBS, Center for protection and education of users of financial services, in within of 6 months from the day of receiving of Bank's resons, or from the day of the deadline for the Bank's actions on the following address: NBS, street. Nemanjina nb. 17, Beograd or NBS, Center for protection of users of financial services, ZIP fax 712, and before the legal proceedings, in accordance with the provisions of Law on the Protection of users of Financial services.

### Article 13.1.

The User has the possibility to initiate proceedings of court mediation for resolving contentious relationship, as well as he Bank, in accordance with the Law on Mediation in resolving disputes and in line with the Law on Protection of Financial Services.

Mediation as a process out-of-court dispute resolution can be carried out within the NBS, as well as other authorities, or person authorized for mediation.

The mediation procedure begins by signing Agreement upon mediation approach.

Mediation procedure can be terminated by the abandonment, suspension or signing of Agreement upon the solving of the disputed relationship through mediation which can have a force of executive document if it contains a clause of executability and verification.

## 3. DEPOSITS

### Article 14

A deposit is a dinar or foreign exchange financial obligation of the Bank which originates from the financial deposit, bank currency account or other monetary account which creates a legal or contractual obligation of the Bank to return the funds.

A deposit can be a vista deposit /current transactional account or savings account/ and time deposit.

Time deposits can be short-term or long-term.

Time deposit can be a time deposit placed for a specific purpose or a time deposit placed without specific purpose, notice deposits and deposits without the period of notice.

Unconditional term deposits can be with the payment of interest at the end of term payment of interest at the end of term deposit with interest paid in advance and monthly interest payment and with or without the possibility of receipts and payments during the fixed term, depending on the product.

The conditions applicable to depositing, disposal as well as the rights and obligations of the Bank and the Client, are defined in the Contract. The Contract of individuals must contain the mandatory elements specified in Customer Services User Protection Law.

A vista deposits which did not have changes initiated by

od strane Klijenta najmanje godinu dana, Banka dodeljuje status -neaktivran.

Banka ima pravo da ugasi neaktivne račune depozita po viđenju samo ukoliko su sve obaveze po računu izmirene

#### **4. OTVARANJE, VOĐENJA I GAŠENJE RAČUNA KLIJENTA**

##### **4.1. Otvaranje i vođenje računa**

###### **Član 15.**

Prilikom otvaranja računa i zaključenja ugovora sa fizičkim licem, njegovim zakonskim zastupnikom, starateljem ili punomoćnikom koji je za isto ovlašćen, Banka utvrđuje identitet Klijenta uvidom u važeća lična dokumenta, lica čija se identifikacija vrši i u skladu sa zakonom i politikom Banke.

Banka zadržava kopiju lične isprave na osnovu koje je izvršila identifikaciju klijenta ili overena dokumenta koja je u svrhu otvaranja računa primila na drugi način.

Prilikom otvaranja računa, jedan primerak Ugovora i ostalih dokumenata koji čine Okvirni ugovor Banka uručuje Klijentu.

Banka Klijentu uz Ugovor o tekućem računu u RSD, izdaje identifikacionu ili debitnu platnu karticu koja sadrži tajni, lični identifikacioni broj (PIN). Kod tekućih računa u stanoj valutu, Banka izdaje klasičnu identifikacionu karticu.

##### **4.2. Blokiranje i gašenje računa**

###### **Član 16.**

Banka će ograničiti sve isplate sa računa, po dobijanju obaveštenja o smrti vlasnika, gubitka, nestanka ili krađe štedne knjižice, platne kartice, kao i na osnovu rešenja suda, odluka drugih nadležnih organa i drugih osnova u skladu sa zakonskom regulativom i poslovnom politikom Banke.

Banka će po nalogu nadležnog organa, odbiti da izvrši bilo kakvu transakciju sa računa.

Banka gasi račun u skladu sa važećim zakonskim propisima i odredbama Ugovora, na lični ili pisani zahtev Klijenta ukoliko ugovorne strane nemaju neizmirenih međusobnih obaveza, ili na lični i pisani zahtev zakonskog zastupnika ili punomoćnika sa posebnim ovlašćenjem za gašenje računa i na osnovu rešenja suda, ili od strane Banke, u skladu sa poslovnom politikom Banke, a poštujući odredbe zakona i Ugovora zaključenog sa Klijentom.

Računima koji nisu imali promene inicirane od strane Klijenta najmanje godinu dana, Banka dodeljuje status -neaktivran.

Banka ima pravo da ugasi neaktivne račune samo ukoliko su sve obaveze po računu izmirene.

Client at least a year, Bank assign status as an inactive.

The Bank is entitled to close inactive accounts of a vista deposits only if all obligations on account are settled.

#### **4. OPENING, MAINTENANCE AND CLOSING CLIENT'S ACCOUNTS**

##### **4.1. Opening and maintenance of the account**

###### **Article 15**

When opening an account and entering a Contract with a physical person, his legal representative, guardian or proxy who is being authorised, the Bank shall establish the Client's identity by inspecting valid personal documents in accordance with Law and Bank's internal policy.

The Bank shall retain a copy of personal ID document on the basis of which the Bank has identified the Client or certified documents which have been received by the Bank otherwise for the purpose of account opening.

When opening the current account, the Bank shall provide to the Client one copy of the Contract and other documents which constitute the Framework Agreement

Bank will provide identification card or debit payment card containing secret personal identification number (PIN) to physical person. For current account in foreign currency Bank will provide classic identification card.

##### **4.2. Blocking and closing of the accounts**

###### **Article 16**

The Bank will restrain any outgoing fund transfers to occur on the account upon the receipt of notice about the account holder's death, loss, disappearance or theft of savings booklet, payment card, as well as on the basis of court order, decision of competent authorities and other reasons in compliance with the legal regulations and the internal policy of the Bank.

The Bank will reject to perform any transactions on the account upon request by any competent authority.

The Bank shall close the account in compliance with applicable legal regulations and provisions of the Contract, at the personal or written request of the Client, if the mutual obligations are settled, or at the personal or written request of the legal representative or proxy with special empowerment for closing account and on the basis of a court order, or by the Bank in accordance with its internal policy, saving the provisions of the law and the Contract with the Client.

For the account without any change initiated by the client for one year at least, the Bank will assign inactive status

The Bank has a right to close inactive accounts provided that all liabilities under Account are settled.

## **5. KREDITI**

### **Član 17.**

Pod kreditima Banke u smislu ovih Opštih uslova poslovanja se smatraju sledeći plasmani fizičkim licima:

- Krediti koji se odobravaju fizičkim licima: gotovinski krediti sa i bez valutne klauzule, krediti za refinansiranje sa i bez valutne klauzule, potrošački krediti sa i bez valutne klauzule, auto krediti sa i bez valutne klauzule, stambeni krediti sa i bez valutne klauzule, gotovinski, hipotekarni krediti sa i bez valutne klauzule, dozvoljeno prekoračenje po tekućem računu, kreditne kartice, garancije i drugi kreditni proizvodi;
- Krediti poljoprivrednicima: poljoprivredni krediti za osnovna i obrtna sredstva.

Uslovi kreditne sposobnosti utvrđuju se aktima Banke.

Banka odobrava kredite saglasno procedurama i aktima Banke.

Banka je u obavezi da Klijentu prvenstveno ponudi kredit u dinarima, a na zahtev Klijenta da mu omogući da kredit koristi uz valutnu klauzulu.

### **Član 18.**

Banka odobrava kratkoročne i dugoročne kredite, bilansne i vanbilansne plasmane, kreditno sposobnim klijentima Banke.

Kratkoročni krediti su plasmani čiji je rok korišćenja do maksimalno 12 meseci.

Dugoročni krediti su plasmani čiji je rok korišćenja preko 12 meseci.

### **Član 19.**

Namena korišćenja kredita fizičkim licima utvrđena je pojedinačnim odlukama nadležnih organa Banke, odnosno Ugovorom sa Klijentom.

### **Član 20.**

Na osnovu odluke nadležnog organa Banke o odobravanju i uslovima kredita, sa klijentom se, u pisanoj formi, zaključuje Ugovor.

Ugovorom iz stava 1. ovog člana, utvrđuju se svi uslovi korišćenja odobrenog kredita.

Ugovor mora da sadrži obavezne elemente utvrđene Zakonom o zaštiti korisnika finansijskih usluga.

## **5. LOANS**

### **Article 17**

The Bank's placements in terms of these General Terms and Conditions includes following Credit facilities to physical persons:

- The credit facilities to physical persons are: cash loans with and without FX clause, loans for refinancing with and without FX clause, consumer loans with and without FX clause, auto loans with and without FX clause , housing loans with and without FX clause, home equity loans with and without FX clause, credit cards, overdrafts and Letter of Guarantee and other credit products;
- The lending facilities to the farmers: agricultural loans for fixed assets and working capital.

Criteria for client's solvency are defined by the Bank's internal regulations and bylaws.

The Bank grants placements in conformity with the Bank's regulations and bylaws.

The Bank is obliged to offer customers primarily loan in RSD, and, at the request of the Client Bank is obliged to allow him the FX indexed loan.

### **Article 18**

The Bank grants short-term and long-term, balance and off-balance placements to the Bank's solvent clients.

Short-term placements are placements with up to maximum 12 month tenor.

Long-term placements are placements exceeding 12 month tenor.

### **Article 19**

The purpose of the loan is defined through the decisions of the Bank's competent Approving Bodies and the Contracts of the Bank with the Client.

### **Article 20**

Pursuant to the decision reached by the Bank's competent body on placement granting and Terms and Conditions, a written Contract is to be concluded with the Client.

The Contract mentioned in the paragraph 1 of this Article defines the terms and conditions of the granted placement.

The contract must contain the mandatory elements specified in the Consumer Protection Law of financial services.

## **6. PLATNE KARTICE**

### **6.1. Vrste platnih kartica**

#### **Član 21.**

Banka vrši izdavanje platnih kartica Klijentima Banke.

Platne kartice mogu biti debitne i kreditne, nacionalne i međunarodno važeće.

Debitna kartica je namenjena fizičkim licima i predstavlja instrument za obavljanje transakcija maksimalno do iznosa sredstava kojim Klijent raspolaže na računu.

Kreditna kartica je namenjena fizičkim licima i predstavlja instrument za obavljanje transakcija do visine odobrenog limita, gde se naplata dospelih obaveza Klijenta vrši mesečno na ugovoren dan, a u ugovorenom procentu ostatka duga ili brojem ugovorenih rata, na principu revolving modela.

Način i postupak poslovanja sa platnim karticama regulisan je Ugovorom o otvaranju i vođenju tekućeg računa, obavljanju platnih usluga i izdavanju debitne kartice zaključenim između klijenta i Banke.

Osnovni elementi izdavanja i korišćenja kartica su:

- Otvoren tekući račun i/ili otvoren namenski račun
- Korišćenje kartica na osnovu stanja sa računima vezani za karticu ili odobrenih mesečnih i/ili kreditnih limita;
- Korišćenje kartica na različitim uređajima (ATM, POS terminali, impriterima i uređaji za elektronsko plaćanje);
- Opredeljenja klijenta za debitnu ili kreditnu karticu (odloženo plaćanje);
- Plaćanje članarine u zavisnosti od vrste kartice;
- Mogućnost izdavanja dodatne/ih kartica;
- Ograničen rok važnosti kartice.

### **6.2. Način postupanja u slučaju gubitka/krađe ili zloupotrebe kartice**

#### **Član 22.**

Ovim članom i odgovarajućim procedurama Banke je definisan postupak u slučaju gubitka/krađe ili zloupotrebe kartice.

Gubitak, ili krađu platne kartice Klijent je dužan da prijavi Banci u što kraćem roku na broj telefona Centra za autorizaciju Banke. Prijava mora biti potvrđena u pisanoj formi korišćenjem odgovarajućeg obrasca, najbližoj Filijali/ekspozituri Banke najkasnije u roku od 2 (dva) dana od dana telefonske prijave Banci u skladu sa internim procedurama Banke.

Ako Klijent sumnja da mu je kartica ukradena dužan je da krađu prijavi najbližoj stanici policije. Banka će sa danom prijema obaveštenja o gubitku, krađi, ili drugoj zloupotrebi kartice, istu oglasiti nevažećom. U slučaju da

## **6. PAYMENT CARDS**

### **6.1. Types the payment cards**

#### **Article 21**

The Bank issues payment cards to Bank's clients.

Payment cards can be debit and credit, domestic and internationally valid.

Debit card is intended for physical persons and represents an instrument for performing transactions in the maximum amount of proceeds available in the Client's account.

Credit card is intended for physical persons and represents an instrument for performing transactions up to the approved limit and in which payment of the Client's due debt is carried out monthly on agreed day and in the agreed percentage of the remaining debt or number contractual instalment in accordance to the revolving model.

Terms and conditions of payment cards operations are defined with, the Contract related to opening and maintaining current account, performing payment transactions and issuing of debit card concluded between the Client and the Bank.

Basic elements for issuing and using payments cards are:

- Opened current account, opened special purpose account
- Use of cards depending on standalone account balances or approved monthly and/or credit limits;
- Use of cards with various devices (ATMs, POS terminals, imprinters and electronic payment devices);
- The Client's choice of debit, credit or charge card (delayed payment);
- Payment of membership fee depending on the type of payment card;
- Possibilities for issuing additional card(s)
- Limited validity term of the card.

### **6.2. Procedure in case payment card has been lost/stolen or abused**

#### **Article 22**

Procedure in case payment card has been lost/stolen or abused is determined by this Article and appropriate Banks Procedures.

Loss and theft of the card Client has to report immediately to Authorization Centre. The report must be forwarded in writing on a prescribed form, to the nearest Branch/Sub Branch of the Bank within 2 days from the day of telephone report as per Banks' internal procedure.

If the cardholder suspects that his card has been stolen, he must report the case to the nearest police station. The day when the Bank receives report on card loss, theft or misuse, the Bank shall announce the card

Klijent posle prijave karticu pronađe, istu ne sme koristiti već je bez odlaganja mora vratiti Banci. U slučaju neovlašćenog korišćenja platne kartice primenjuju se neposredno odredbe Zakona o zaštiti korisnika finansijskih usluga, Zakona o platnim uslugama i odredbe Ugovora o otvaranju i vođenju tekućeg računa, obavljanju platnih usluga i izdavanju debitne kartice i Opštim uslovima poslovanja za obavljanje platnih usluga za fizička lica - građane

invalid. In case that the client, after submitting the report, finds the card, he must not use it. The card has to be returned to the Bank. In the case of unauthorized use of credit cards, the provisions of the Law of Consumer Protection, Law on Payment services and the Contract provisions related to opening and maintaining current account, performing payment transactions and issuing of debit card, and General Terms and conditions will be applied directly.

## 7. SREDSTVA OBEZBEĐENJA

### Član 23.

Instrumenti naplate potraživanja, kao i instrumenti za obezbeđenje naplate potraživanja, utvrđuju se aktima Banke i Ugovorom između Banke i Klijenta u svakom konkretnom slučaju.

Ukoliko Ugovor sa Bankom predviđa dostavljanje sredstava obezbeđenja od strane Klijenta, on ima obavezu da ugovorene instrumente iz stava 1. ovog člana dostavi Banci pre realizacije Ugovora.

### Član 24.

Banka može vršiti kontrolu namenskog korišćenja odobrenih sredstava i sprovođenje ostalih obaveza iz ugovora od strane korisnika sredstava, na način i po postupku utvrđen pozitivnim zakonskim propisima i aktima Banke.

### Član 25.

U cilju osiguranja naplate dospelih potraživanja Banka ima pravo zadržati svaku stvar koja je u vlasništvu Klijenta, a nalazi se u rukama Banke, sve dok dospela potraživanja ne budu isplaćena, te se naplatiti iz njene vrednosti na isti način kao i založni poverilac.

Banka zadržava pravo da prebije svoja potraživanja od Klijenta sa svim obavezama koje mogu nastati za Klijenta.

## 7. COLLATERALS

### Article 23

Instruments of collection, as well as instruments of security, are determined in the Bank's internal regulations and the Contract between the Bank and the Client in each particular case.

If the Contract with the Bank provides the submission of collaterals by the client, he has the obligation to provide the Bank with the collateral instruments mentioned in paragraph 1 of this article before the realization of the Contract.

### Article 24

The Bank monitors and controls the use of the granted funds and fulfillment of other contractual obligations by the Client, as specified by the procedures defined in the applicable legal regulations and the Bank's internal regulations.

### Article 25

With the aim of securing the collection of matured receivables the Bank reserves the right to keep anything owned by the Client that is at the Bank's disposal, until all matured receivables are paid, and the Bank can collect the due amount from its value in the same way as a pledge creditor.

The Bank maintains the right of set-off its claims towards a Client with any obligations it may have against the Client.

## 8. POSLOVI PLATNOG PROMETA

### Član 26.

Banka obavlja poslove platnog prometa u dinarima i u stranoj valuti, u zemlji i sa inostranstvom u skladu sa važećim zakonskim i drugim propisima.

## 8. PAYMENT TRANSACTIONS

### Article 26

The Bank carries out the payment transactions in dinars and in foreign currencies, in the country and with other countries in conformity with the applicable legal and other regulations.

## 9. ELEKTRONSKO BANKARSTVO

### Član 27.

Banka svojim Klijentima koji imaju otvoren dinarski i/ili devizni tekući račun za obavljanje platnog prometa u Banci, omogućava obavljanje elektronskog bankarstva, u skladu sa važećim zakonskim i drugim propisima. Uslovi i odgovornost svakog individualnog korisnika usluga elektronskog bankarstva utvrđuje se posebnim ugovorom zaključenim u pisanoj formi.

## 9. ELECTRONIC BANKING

### Article 27

The Bank's clients who own a dinar and/or foreign currency current account for payment transactions with the Bank can use the service of electronic banking, in accordance with the applicable legal and other regulations. The terms and conditions and responsibilities of all users of electronic banking service are defined in the separate written contract entered into with the Client.

## **10. OSTALI BANKARSKI POSLOVI**

### **Član 28.**

Banka obavlja menjačke poslove, poslove sa POS terminalima, poslove sa sefovima kao i druge poslove koji su standardni u bankarskom poslovanju sa fizičkim licima.

## **11. KAMATA**

### **Član 29.**

Po depozitnim, kreditnim i drugim bankarskim poslovima sa Klijentima Banka ugovara, obračunava, plaća i naplaćuje kamatu utvrđenu u odgovarajućim Ugovorima sa Klijentima, a u skladu sa aktima Banke i zakonskim propisima.

### **Član 30.**

Kamatne stope na kredite i depozite se izražavaju na godišnjem nivou, a izuzetno mogu biti iskazane i na mesečnom ili dnevnom nivou. Period u kom se kamatna stopa primenjuje, određen je Ugovorom i u slučajevima gde je to primenjivo, pratećim izjavama i/ili Planom isplate/otplate.

### **Član 31.**

U Ugovorima koje Banka zaključuje sa Klijentima, uvek je uključena klauzula o vrsti kamatne stope, fiksna ili promenljiva.

Ako je ugovorena promenljiva nominalna kamatna stopa – Banka je dužna da o izmeni te stope Klijenta obavesti u pisanoj formi ili na drugom trajnom nosaču podataka, i to pre početka primene izmenjene stope, odnosno periodično u skladu sa ugovorom, i da u tom obaveštenju navedu datum od kada se izmenjena stopa primenjuje.

Uz obaveštenje Banka kod ugovora o kreditu / depozitu u pisanoj formi ili na drugom trajnom nosaču podataka dostavlja Klijentu i izmenjeni plan otplate kredita / isplate depozita.

Banka je dužna da, na zahtev Klijenta, plan o otplati kredita / isplati depozita učini dostupnim za sve vreme trajanja ugovornog odnosa, i to bez naknade.

U slučaju kada je ugovorena promenljiva kamatna stopa, buduća promena ne zahteva zaključenje Aneksa Ugovora.

Metod za obračun kamate, način i rokovi obračuna kamate, rokovi i način plaćanja/stavljanja na raspolaganje obračunate kamate utvrđuju se Ugovorom u svakom pojedinačnom slučaju.

#### **11.1. Kamate za fizička lica za kredite, kreditne kartice i dozvoljena prekoračenja po tekućem računu**

### **Član 32**

## **10. OTHER BANKING OPERATIONS**

### **Article 28**

The Bank also performs currency exchange operations, operations with POS terminals, safe box services, as well as other operations standard in banking business with physical persons.

## **11. INTEREST**

### **Article 29**

For deposits, loan facilities and other banking services to its Clients the Bank contracts, calculates, pays and charges the interest defined in the relevant Contracts with its counterparty (client), in accordance with the Bank's regulations and legislation.

### **Article 30**

The interest rate on deposits and loans is expressed at an annual percentage base; exceptionally it can be expressed on a monthly or daily base. The period for which interest rate is being applied is the one stipulated in the contract and, where applicable on the corresponding statement and/or repayment schedule.

### **Article 31**

The Bank's Contracts with its Clients always include a clause on the interest rate type, fixed or variable.

If contracted variable nominal interested rate the Bank is obliged when changes that rates notify the client in writing or another durable medium, and that before the implementation of the amended rate or periodically in accordance with the Contract, and in this state the date of notification since the amended rate applies.

With the announcement of the agreement with Bank loan / deposit in writing or another durable medium delivered to the Customer and the revised plan of repayment of loan / deposit payment.

The Bank shall, at the Client request, the plan of loan / deposit payment make available for the duration of the contract, and without compensation.

In case the interest rate is agreed as variable, its future change does not require the preparation and/or signing of any Annex of the original Contract.

Interest calculation method, method and periods of interest calculation, methods and terms of payment/availability of the calculated interest are defined in the Contract concluded for each particular case.

#### **11.1. Interest rate applicable to the physical persons for loans, credit card and overdrafts**

### **Article 32**

## **1. Neobezbeđeni i obezbeđeni krediti**

Korisnik kredita plaća Banci kamatu obračunatu po promenljivoj ili fiksnoj nominalnoj kamatnoj stopi. Obračun kamate vrši se linearnim metodom.

Promenljiva kamatna stopa je izražena kao zbir referentne kamatne stope (koja je promenljiva i zavisi od kretanja na međubankarskom tržištu) i Marže.

Usklađivanje kamatne stope u skladu sa promenama referentne kamatne stope, može se vršiti mesečno, kvartalno, semestralno i na godišnjem nivou, što će biti precizno definisano Ugovorom.

Banka će pisanim putem obavestiti Korisnika kredita o izmenjenoj kamatnoj stopi i dostaviti novi Plan otplate kredita, najkasnije 15 dana pre početka njene primene.

Ugovorena Marža je fiksna.

Referentna stopa će se definisati Ugovorom.

## **2. Revolving krediti**

Za revolving kredite kamatna stopa može biti fiksna i promenljiva.

Kada je kamatna stopa na revolving kredite fiksna, izražava se brojčano.

Za revolving kredite kod kojih je kamatna stopa promenljiva, izražava se kao zbir referentne kamatne stope (koja je promenljiva i zavisi od kretanja na međubankarskom tržištu) i Marže. Ugovorena Marža koja se dodaje kamatnoj stopi je fiksna.

Banka će obavestiti klijenta pisanim putem o novim prilagođenim kamatnim stopama, najkasnije 15 dana pre primene, bez potrebe zaključenja posebnog Aneksa Ugovora.

Referentna kamatna stopa će se definisati Ugovorom.

Uskladjivanje kamatnih stopa za revolving kredite u skladu sa promenama referentne kamatne stope, može se vršiti mesečno, kvartalno, semestralno i na godišnjem nivou, što će biti precizno definisano Ugovorom.

## **11.2. Kamatne stope na depozite**

U slučajevima da Banka plaća kamatu na depozite kamatna stopa je izražena u nominalnom (jedinstvenom) procentu i fiksna je.

## **11.3. Kamata na dospela nenaplaćena potraživanja**

### **Član 33.**

Ukoliko bilo koji iznos dugovan Banci ostane neisplaćen na datum njegovog dospeća, Korisnik će platiti Banci kamatu na taj iznos, obračunatu po stopi u visini ugovorene kamatne stope ili zatezne kamatne stope utvrđene Zakonom o zateznoj kamati u zavisnosti od toga koja je viša, sve dok celokupan dospeli iznos ne bude naplaćen.

## **1. Unsecured and secured loan facilities**

The Loan beneficiary pays the Bank interest calculated at a variable or fixed nominal interest rate. Interest calculation shall be linear method.

Variable Interest rate is expressed as sum of Reference Interest Rate (which is variable and depends on fluctuations on the interbank market) and Margin.

Harmonization of interest rates in accordance with the reference interest rate, can be made monthly, quarterly, semester and annual basis, which will be clearly defined in the Contract.

The Bank will notify the Client in written on the new adjusted interest rate, at least 15 days prior to such new interest rate becomes applicable, without concluding a separate Annex to the Contract

The contracted Margin is fixed.

The Reference rate will be defined in the Contract.

## **2. Revolving loan facilities**

For revolving loan facilities, the interest rate can be fixed and variable.

When the interest rate on the revolving loan is fixed, then it is expressed numerically.

For revolving loans with a variable interest rate, expressed as the sum of the reference interest rate (which is variable and depends on changes in the interbank market) and Margin.

Agreed Margin, which is added to the interest rate, is fixed.

The Bank will notify the client in writing of the new adjusted interest rates, at least 15 days prior to application, without the need to conclude a separate Annex to the Agreement.

The reference interest rate will be defined by the Contract. Harmonization of interest rates for revolving loans in accordance with the reference interest rate, can be made monthly, quarterly, semester and annual basis, which will be clearly defined in the Contract.

## **11.2. Interest rate deposits**

In cases that Bank pays interest on deposits the interest rate is expressed as a nominal percentage and is fixed.

## **11.3. Interest on the matured unsettled receivables**

### **Article 33**

If any sum owed to the Bank remains unpaid on the date of its maturity, the Beneficiary shall pay to the Bank interest for that amount, calculated at the contracted interest rate or default interest rate stipulated by the Law on Default Interest Rate depending on which one is higher, until the entire amount due is collected.

## **12. NAKNADE**

### **Član 34.**

Banka obračunava i naplaćuje naknadu za izvršene usluge Klijentima Banke.

Banka od Klijenta može da naplati i stvarne troškove koje je imala u vezi sa obavljanjem pojedinih usluga.

Naknade i troškovi mogu biti fiksni i promenljivi i definisani su Ugovorom.

Banka zadržava pravo da naknade i troškove koji su određeni kao promenljivi, promeni na način i u rokovima definisanim u Ugovoru sa Klijentom.

Banka je obavezna da o svakoj promeni ugovorene promenljive naknade, kao i troškova, obavesti Klijenta u roku i na način opredeljen u konkretnom ugovornom odnosu.

Promena visine naknade zavisi od promene indeksa potrošačkih cena koji objavljuje Republički zavod za statistiku. Usklađivanje naknade sa indeksom potrošačkih cena se vrši jedanput godišnje u mesecu Januaru, tako da Banka usklađenu naknadu primenjuje počevši od Februara meseca, bez obaveze sačinjavanja Aneksa Ugovora.

Naknada će se promeniti za procenat koji je jednak promeni indeksa potrošačkih cena za poslednjih 12 meseci.

Troškovi koje Klijent plaća trećim licima u okviru korišćenja bankarske usluge zavise od tarifnika trećih lica (na primer: osiguranje, imovine, osiguranje života, administrativni trošak i premija osiguranja NKOSK, priprema izveštaja procene zaloge, trošak registracije hipoteke, javno beležničke naknade naknada za Izveštaj Kreditnog biroa, menice i sl.).

### **Član 35.**

#### **POSEBNA PRAVA KLIJENTA**

Pravo na primenu istog tipa kursa.

Banka je dužna da pri odobravanju kredita / uplati depozita indeksiranog u stranoj valuti primenjuje zvanični srednji kurs I datuma obračuna koji se primenjuje i pri otplati kredita / isplati depozita.

Pravo na isti metod obračuna kamate

Ako Klijent ima obavezu polaganja namenskog depozita sa ugovorenom kamatnom stopom radi dobijanja kredita, ima pravo na primenu istog metoda obračuna kamate na taj depozit koji je primenjen i na obračun kamate na iznos odobrenog kredita, a Banka je dužna da mu omogući ostvarenje tog prava.

Prevremena otplata

Klijent ima pravo da u bilo kom momentu, u potpunosti ili delimično, izvrši svoje obaveze iz ugovora o kreditu, u kom slučaju ima pravo na umanjenje ukupne cene kredita za iznos kamate i troškova za preostali period trajanja tog ugovora (prevremena otplata).

## **12. FEES**

### **Article 34**

The Bank calculates and charges the fee for the services provided to the Bank's clients.

The Bank can charge the Client for the expenses actually incurred during the performance of some services.

The fees and expenses may be fixed or variable and they are defined in the Contract.

The Bank retains the right to change variable fees and expenses, in the manner and time limits stipulated in the Agreement concluded between the Customer and the Bank.

The Bank is obliged to inform Client about every change of agreed variable compensation and costs, in deadlines and in terms described in every particular contractual relationship.

Changes of the fees depends on change of the Consumer Price Index published by the Statistical Office. Harmonization of the fee with consumer price index is performed once per year in January, so that the Bank applies the adjusted fee starting from February, without obligation of making the Annex to the Contract.

Fee shall be changed by percentage that is equal to the change of Consumer Price Index for the last 12 months.

Fees paid by the Client to the third parties in relation to the use of banking service are depending on the tariff of third parties (for example: property insurance, life insurance, administrative costs and insurance premiums NMIC, preparation of assessment reports pledge, mortgage registration cost, notary public fees, fee for Credit Bureau, bills, etc.

### **Article 35**

#### **SPECIAL RIGHTS OF THE CLIENT**

The right to the use of the same type of course.

The Bank shall in approving the loan / deposit payment indexed in foreign currency the official middle exchange rate and the date of calculation that is applied in repayment of loans / deposits payment.

The right to the use of the same method of interest rate calculation.

If the client has the obligation depositing special purpose deposit with agreed interest rate in order to obtain loans has the right to the use of the same method of calculating interest on the deposit that is applied to the calculation of interest on the loan amount, and the Bank is required to enable him to implementation of this right

Premature repayment

The client has the right at any time, in whole or in part, to execute its obligations under the loan agreement, in which case has the right to reduce the total cost of loans for the amount of interest and costs for the remaining duration of the contract period (premature payment).

Banka ima pravo da naplati naknadu za prevremenu otplatu kredita u skladu sa zakonom I ugovorom.

#### Pravo na povraćaj sredstava obezbeđenja

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

Banka je dužna da korisnika, odnosno davaoca sredstva obezbeđenja pismeno obavesti o tome da je korisnik izmirio sve svoje obaveze prema njoj po određenom ugovoru - u roku od 30 dana od dana izmirenja tih obaveza.

Obaveštenje iz prethodnog stava sadrži podatke o ugovoru po kome su izmirene obaveze prema banci, iznos izmirenih obaveza, potpis odgovornog lica i pečat banke.

#### Član 36.

Sva ostala pitanja i odnosi u vezi sa sprovodenjem Opštih uslova poslovanja regulisace se uputstvima nadležnih organa Banke i drugim aktima Banke, u skladu sa važećim zakonskim i drugim propisima.

Banka ce izmene i dopune ovih Opštih uslova poslovanja objavljivati na uobičajeni nacin propisan Zakonom.

Banka će u roku od 15 dana pre primene novih OUP obezbediti da Klijent može da se upozna sa opštim uslovima poslovanja u njegovoj matičnoj filijali, da mu pruži odgovarajuća objašnjenja i instrukcije, kao i da mu na njegov zahtev u pisanoj formi ili na drugom trajnom nosaču podataka dostavi nove opšte uslove poslovanja.

Ukoliko se klijent ne slaže sa izmenama i dopunama Opštih uslova poslovanja, ima pravo da u roku od 15 dana od dana njihovog objavljinanja, pisanim putem obavesti Banku da prekida poslovnu saradnju i raskida ugovore zaključene sa Bankom, pri cemu je u obavezi da prethodno izmiri sve svoje obaveze prema Banci.

### 13. ZAVRŠNE ODREDBE

#### Član 37.

Sva ostala pitanja i odnosi u vezi sa sprovođenjem Opštih uslova poslovanja regulisće se aktima nadležnih organa Banke i drugim aktima Banke, u skladu sa važećim zakonskim i drugim propisima.

Interne procedure Banke regulišu pitanja vezana za poslovne procese u vezi sa proizvodima kojima se bave ovi Opšti uslovi poslovanja.

Banka može prihvati uslove koji nisu predviđeni Opštim uslovima poslovanja u izuzetnim slučajevima, kada je to u interesu Banke i Klijenta.

#### Član 38.

The Bank is entitled to charge a fee for premature repayment of the loan in accordance with the law and the contract.

#### The right to refund of collateral

The Client, or provider of collateral has the right, upon full repayment of obligations to the Bank users based on specific contract, to take over unused collaterals provided on that contract, including collateral, which are entered in the appropriate register.

The Bank is obliged to inform Client or provider of collateral in written that Client has paid all its obligations towards the Bank by a specific contract - within 30 days of the settlement of these obligations.

The notice referred to previous paragraph contains data of a contractual liabilities, the amount of outstanding liabilities, the signature of the responsible person and stamp of the Bank.

#### Article 36

All other issues and concerns in relation to the implementation of the General Terms and Conditions shall be governed by the competent authorities of the Bank and act of the Bank, in accordance with applicable laws and regulations.

All General Terms and Conditions amendments bank will publish by the manner prescribed by Law.

The Bank shall, within 15 days prior to the application of new GTC ensure that the client can get acquainted with the general business conditions in his main branch, to provide him with adequate explanations and instructions, and as well as at his request provide in writing or another durable medium data about new submitted General Terms and Conditions.

If client does not agree to the amendments to the General Terms and Conditions, will have the right, within 15 days from the date of their publication, in written to inform Bank on the termination of the business relations and concluded agreements with the Bank, where he is obliged to pay all his obligations to the Bank.

### 13. FINAL PROVISIONS

#### Article 37

All other issues referring to the implementation of the General Terms and Conditions will be settled with the acts issued by the Bank's competent bodies and with Bank's other regulations, pursuant to the applicable legal and other regulations.

Internal procedures of the Bank define business processes related to the products that are subject to this GTC.

The Bank may accept conditions determined outside GTC in exceptional cases, in favor of the Bank and Client.

#### Article 38

Banka će izmene i dopune ovih Opštih uslova poslovanja objavljivati na uobičajeni način propisan primenjivim zakonom.

#### Član 39.

Tarifa naknada za usluge fizičkim licima -građanima čini sastavni deo Opštih uslova poslovanja.

#### Član 40.

Opšti uslovi poslovanja stupaju na snagu danom objavljivanja na vidno mesto u poslovnim prostorijama u kojima Banka nudi usluge korisnicima, a primenjuje se od po proteku roka od 15 dana od dana objavljivanja.

U Novom Sadu, 28.11.2017. godine

Modifications in and amendments to these General Terms and Conditions will be disclosed and published by the Bank as required by the applicable law.

#### Article 39

Tariffs for services to physical persons - Citizens is an integral part of the General Terms and Conditions.

#### Article 40.

General Terms and Conditions shall enter into force upon publication in a prominent place in the business premises in which the Bank provides services to customers, and will be applicable within of 15 days from the date of publication.

In Novi Sad, ..... 2017.

**Predsednik Upravnog odbora  
PRESIDENT OF THE BOARD OF DIRECTORS  
Marinis Stratopoulos**

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