

Pursuant to article 73, paragraph 1, point 5 of the Law on Banks (Official Gazette no. 107/2005, 91/2010 and 14/2015) and article 33, paragraph 3, point 5 of the Articles of Association of Banca Intesa a.d. Beograd, the Board of Directors of Banca Intesa a.d. Beograd, at its meeting held on August 24, 2015 adopted the following:

**GENERAL OPERATING TERMS AND CONDITIONS OF
BANCA INTESA AD BEOGRAD
FOR ELECTRONIC BANKING SERVICES FOR LEGAL ENTITIES AND ENTREPRENEURS**

1. UVODNE ODREDBE

1.1. Content of Bank' General Operating Terms and Conditions for electronic banking services

These General Operating Terms and Conditions of Banca Intesa AD Beograd for electronic banking services for legal entities and entrepreneurs (hereinafter referred to as: the GTC for E-banking service) regulate mutual rights, obligations and liabilities of the Bank and the Payment service user regarding the use of electronic banking service (hereinafter referred to as: E-banking services). E-banking services allow the Payment service user to receive information, i.e. perform payment transactions by electronic means, related to all electronic products and services of the Bank.

Standard terms and conditions of particular products and services of the Bank, as well as acts regulating fees and other costs the Bank charges to its Payment service users are considered the GTC for E-banking services.

Terms used in the GTC for E-banking services have the following meaning:

- **Bank** means **BANCA INTESA AKCIONARSKO DRUŠTVO BEOGRAD (NOVI BEOGRAD)**, 7b Milentija Popovića str, 11070 Belgrade, Serbia (hereinafter referred to as: the Bank), BIC/SWIFT: DBDBRSBG, company registration number: 07759231, TIN: 100001159, E-mail: kontakt@bancaintesa.rs;
- **E-banking service** means electronic exchange of information between contractual parties, as well as disposal with funds on current account and maintaining the payment account the Payment service user has with the Bank through electronic banking and in accordance with Application the Payment service user fills in and signs when concluding the Framework Agreement on provision of electronic banking services for legal entities and entrepreneurs, to which it is attached and is its integral part;
- **Framework Agreement on provision of electronic banking services for legal entities and entrepreneurs** (hereinafter referred to as: the Framework Agreement) consists of:
 - a) GTC for E-banking services;
 - b) General Operating Terms and Conditions of Banca Intesa AD for payment accounts and payment services for legal entities and entrepreneurs (hereinafter referred to as: the GTC for payment accounts and payment services);
 - c) Agreement on provision of electronic banking (E-banking) services (hereinafter referred to as: the Agreement on E-banking);
 - d) Excerpt from Tariff of Fees for services of Banca Intesa AD Beograd (hereinafter referred to as: the Tariff),
 - e) Application for use of electronic business services (hereinafter referred to as: the Application) and
 - f) Daily schedule of reception and execution of payment orders (hereinafter referred to as: the Daily Schedule)

BANCA INTESA AD BEOGRAD

MILENTIJA POPOVIĆA 7B, 11070 NOVI BEOGRAD; CALL CENTER: +381 (011) 310 88 88; WWW.BANCAINTESA.RS; CURRENT ACCOUNT: 908-16001-87

- **Electronic message** means a set of data that is electronically generated, sent, received or stored in electronic, optical and similar mediums;
- **Smart card** is a type of payment instrument and security medium with built-in chip, used to store electronic certificate and cryptographic keys required for use of E-banking services;
- **Digital certificate** is an electronic confirmation, which links data for electronic signature verification with certain person and confirms identity of such person, which is stored on the Smart card;
- **Payment instrument** – means any personalized device and/or a set of procedures agreed between the Payment service user and the Bank, and used by the Payment service user to issue a payment order.
- **Electronic signature** means a set of electronic data, which is associated or logically connected with other electronic data, and which is used for identification of a signatory and authenticity of signed electronic documents;
- **Secret key** means a set of electronic data stored on Smart card and which is necessary to form electronic signature and decode messages;
- **Smart card reader** means a device used to read data from the Smart card;
- **Equipment** is a common term for Smart cards and Smart card reader;
- **Payment service user** means legal entity or entrepreneur which has a payment account with the Bank and which agreed on and uses one of E-banking services from the GTC for E-banking services;
- **Authorized representative** (Legal representative) means a natural person which represents the Payment service user based on the law or authorization (for and in behalf of Payment service user);
- **Authorized person** means a natural person authorized by the Payment service user to use any E-banking service for and in behalf of Payment service provider, depending on authorizations given to it;
- **PIN** is a combination of characters assigned to Payment service user by the Bank or selected by Payment service user him/herself as a secret data required for use of Smart card;
- **E-Banking design solutions** means services made available to the Payment service user by the Bank, and which allow the Payment service user to perform banking and other financial and non-financial services by remote electronic communication which does not require that the Payment service user and employees of the Bank are physically present at the same location. Electronic banking services include In House services, intermediary service centre, SMS services, email notification services, automatic answering machine for checking the account balance, Broker Assistance and other existing and future similar services, which are used for remote communication between the Bank and Payment service user, as well as for provision of banking and other financial and non-financial services of the Bank
- **E-banking (In house)** is a design solution of the Bank for electronic banking;
- **Notification services** are email and SMS services the Bank uses to send information to Payment service user on services of the Bank it uses;
- **Intermediary service centre** is a software vendor and certification body which issued digital certificates for other design solutions;
- **Electronic message sender** means a person which sends an electronic message or the message has been sent in its name, except that electronic message intermediary shall not be deemed a sender of that electronic message. Intermediary means a person which sends or receives electronic messages on behalf of authorized person;
- **Electronic message recipient** means a person which received an electronic message or message has been received in its name, except that electronic message intermediary shall not be deemed recipient of that electronic message. Intermediary means a person which sends or receives electronic messages on behalf of authorized person;
- **Broker Assistance** is a service intended for broker-dealer intermediaries and allows: check of balance of purpose account of its client used for trading with securities, as well as printing of information on balance of purpose account of its client for trading with securities;
- **Application for use of electronic business services of Banca Intesa AD Beograd for legal entities and entrepreneurs** means a document by which Payment service user agrees with the Bank on particular E-banking service and gives and/or withdraws authorization to persons

authorized for use of one or more E-banking services for and in behalf of Payment service user. Payment service user may submit the Application multiple times during the term of the Framework Agreement, and with every new submission, the latest Application shall be used as source of information in the part related to E-banking services (as a supplementation of the previous Application);

The Payment service user is entitled to one copy of the Framework Agreement in writing or on any other durable medium, as well as to receive, at the request and during the term of the Agreement, a copy of the Framework Agreement, i.e. information served in pre-contractual phase, within the Draft Agreement, and in the manner which allows the Payment service user to familiarize itself with conditions of payment service provision, as well as to compare offers of different payment service providers and assess if these conditions and services suit its needs.

1.2. Competence for adoption

The GTC for E-banking services of the Bank and its amendments are adopted by the Board of Directors of the Bank.

The Executive Board may adopt the general act from article 1.1, paragraph 2. The Board of Directors shall approve the decision of Executive Board at the next regular meeting.

1.3. Relations between the Agreement on E-banking, the GTC for payment accounts and payment services and the GTC for E-banking services

The GTC for E-banking are specific general terms and conditions in comparison to the GTC for payment accounts and payment service, and shall be applied simultaneously with the GTC for payment accounts and payment services.

In case of any discrepancy between provision of the Agreement on E-banking and the GTC for payment accounts and payment services, provisions of the Agreement on E-banking shall prevail.

The Agreement on E-banking is an integral part of the Framework Agreement, and in case of any discrepancy between provisions of the Agreement on E-banking and other acts comprising the Framework Agreement, the Agreement on E-banking shall prevail.

2. CONDITIONS FOR E-BANKING SERVICES USE

2.1. Type and description of basic characteristics of E-banking services

Information on E-banking services offered by the Bank is available to the Payment service user within business network of the Bank and on the Bank's website (www.bancaintesa.rs).

The Bank reserves the right to change technical type, scope and content of particular services. If any new type of E-banking services becomes available the Bank shall publish them on the Bank's website (www.bancaintesa.rs).

User Instructions and installation procedure for E-banking services are available to all Payment service users on the Bank's website (www.bancaintesa.rs), and the Payment service user may also submit a request to the bank to send user instructions by electronic mail (hereinafter referred to as: email), to the email of the Payment service user.

Agreed E-banking services are available to the Payment service user after activation and 24 (twenty four) hours a day, 7 (seven) days a week, in the scope and manner defined in the Application, user instruction, and provisions of the Framework Agreement and this GTC.

E-banking service is available through the following channels:

- a) Internet;
- b) phone;
- c) SMS messages;
- d) Electronic mail.

Precondition for conclusion of agreement on E-banking services is payment account opened with the Bank.

At the time of conclusion of an agreement on E-banking services, the Payment service user shall submit to the Bank properly filled in and signed Application, in paper form, by which it agrees on one or more E-banking services. Application has to be signed by legal representative and certified by stamp of the Payment service user.

By filling in the Application the Payment service user selects E-banking design solution from current offer of the Bank, for use of any or all E-banking services, such as:

- E-banking (In - house), or
- Intermediary service centre.

Payment service user shall ensure minimum technical requirements for use of E-banking services by itself and at its own costs.

Based on the Application and concluded Agreement on E-banking, Payment service user may use agreed, any or all, E-banking services, within 3 (three) business days, at the latest:

1. From the date of collection of Smart card with secret key, digital certificate and secret PIN in non-transparent envelope, depending on the issuer, and provided that it has previously ensured minimum technical requirements for use of such service.
2. After the Application has been processed, if production of a card is not required.

The Payment service user alone decides on the level of rights of each electronic message signatories, in accordance with authorities of the Legal representative of the Payment service user and applicable status documents and legal regulations. Level of rights and number of authorized electronic message signatories is specified in the Application by the Payment service user as the account owner. In case of any restrictions in terms of representation, Legal representative of the Payment service user cannot authorize persons to dispose with funds on the account in the amount which is higher than its authorizations, as provided by status documentation of the Payment service user and registered data from business entities register of the Business Registers Agency.

Payment service user and the Bank agree that validity or probative force of electronic documents and electronic messages cannot be contested only due to the fact they are presented in electronic form as well as that electronic signature which can be verified based on the digital certificate, produces same legal consequences in legal transaction as a personal signature, as provided by legal regulations.

The Parties hereby agree that electronic signature:

- Is linked to the electronic message signatory in a unique manner;
- Provides sufficient information for identification of electronic message identification;
- Is realized by use of devices for generating electronic signatures, which are within responsibility of the electronic message signatory, and
- Is linked to electronic messages to which it refers in such manner that any subsequent change of data can be revealed.

Payment service user and the Bank agree that electronic message is sent by Electronic message sender:

- If Electronic message sender personally sent the message, or
- If the message has been sent by person which has been authorized by Electronic message sender to act on its behalf in relation to the message;

The Bank reserves the right to refuse to conclude the Agreement with the Payment service user, and shall allow the Payment service user to collect all documents provided to the Bank for that purpose, at the same time keeping the copies thereof.

2.2. Obligations of the Payment service user

Payment service user undertakes to:

- obtain, use and maintain appropriate computer and communication equipment for the use of particular E-banking services, which is in accordance with technical requirements provided by instructions for particular E-banking service;
- if it failed to obtain Smart card reader, it may receive it from the Bank for use, provided that fee for renting the Smart card reader is paid to the Bank in accordance with the Tariff;
- keep computer equipment, mobile phones and programme support for use of particular E-banking service safe, and use it exclusively in the manner provided by the user instructions for that E-banking service;
- keep Smart card, PINs and security keys safe, and protect them from theft, loss, damages or fraudulent use;
- perform all operations it performs through E-banking service in accordance with the Framework Agreement and other regulations;
- keep record on reports received from the Bank on changes on the payment account, review them and notify the Bank on any discrepancy or denial of obligations, i.e. claims;
- return the equipment, which is the property of the Bank, at the request of the Bank;
- immediately notify the Bank on loss, theft, fraudulent or unauthorized use of Smart card and alleged unauthorized use of e-banking service, and send a request to the Bank to disable (block) use thereof, and immediately, without undue delay, request the Bank to cancel E-banking services;
- Notify the Bank on change of information necessary for unhindered and safe use of E-banking services, such as: mobile phone number and email used for any E-banking service. If the Payment service user fails to do so, the Bank shall deem the latest information provided by the Payment service user as relevant and shall not be held liable for any damages arising from outdated data;
- Notify the Bank on change of any data registered with competent business entities register on the Payment service user and/or personal data of Authorized person;
- Notify the Bank in writing by filling in the Application, on revocation of authorization given to a Authorized person or change of Legal representative;
- Provide correct data to the Bank within any documents from the Framework Agreement, since otherwise the Bank shall not be liable for incorrect data provided by the User.

2.3. Rights and obligations of the Bank

The Bank shall not be liable for damages suffered by the Payment service user resulting from force majeure event, riots, terrorist acts, natural and environmental disasters, epidemics, strikes, termination of electricity supply, interference to telecommunication and other communication, errors in transfer of data via telecommunication networks, government decisions and acts, as well as any other causes which cannot be attributed to the Bank, and which make E-banking services inaccessible to the Payment service user.

The Bank is not liable for loss or damage of data on the equipment the Payment service user uses to access E-banking services.

The Bank is liable for delivery of secret PIN and Smart card with secret key and digital certificate to the Payment service user if the Payment service user decided to use E-banking (In-house).

The Bank has no liability for procedure of collecting the Business certificates issued by intermediary service centre.

The Bank may temporarily suspend agreed E-banking services in case of necessary system upgrade, repairs and maintenance of installation, on which the Bank shall notify the User, via selected communication channel, at least 2 (two) days in advance, except in urgent cases or if it is not allowed due to security reasons.

The Bank reserves the right to enter, make changes and adapt existing system and security regulations.

The Bank does not warrant or assume liability for hardware and software which is not part of the E-banking system.

2.4. Execution of payment truncations through E-banking service

E-banking services for execution of payment transactions by debiting the payment account and revocation of payment order are regulated by the GTC for payment accounts and payment services.

The Bank shall execute Payment orders for execution of payment transactions by debiting payment account of the Payment service user. Payment orders properly filled in via E-banking services shall be executed in accordance with the GTC for payment accounts and payment services.

The Bank shall execute Payment order if there are no legal obstacles and if the Payment services user provided sufficient funds on the Payment account, including fees, which are calculated and charged in accordance with the Tariff.

The Payment service user is liable for control and correctness of data provided in the payment order for execution of payment transactions through E-banking services. The Bank shall not be liable for incorrect execution of payment orders which are not correctly filled in, as regulated by the GTC for payment accounts and payment services.

The Payment service user is fully liable for electronically signed Payment orders, since they are automatically executed.

The Bank provides feedback to the Payment service user on successfully executed payment transaction by debiting the payment account of the Payment service user via E-banking services. Payment order received for execution does not have to be automatically executed, on which the Payment service user can be informed via E-banking service.

It is considered that a payment order for execution of payment transaction by debiting Payment account of the Payment service user is issued by E-banking service, which allows payment by Authorized person, if it has been electronically filled in, authorized and issued for and in behalf of the Payment service user.

The Payment service user gives authorization for execution of Payment order (by debiting the Payment account) to the Authorized person by signing consent within the Application.

The Bank shall not be liable for non-execution or incorrect execution of payment transactions or execution of unauthorized payment transactions through E-banking services:

- If execution of unauthorized payment transaction, non-execution and/or incorrect execution of payment transaction is result of fraudulent action of Authorized person of Payment service user, incorrect entry of data by Authorized persons or if Payment services user or its Authorized person fail to comply with obligations from this GTC related to taking measures for keeping Smart card safe;
- If it is determined that payment order for debiting the payment account of Payment service user is forged;
- If execution of unauthorized payment transaction is a result of stolen or lost Smart card or Smart card which has been fraudulently use;
- If Payment service user submits payment order with incorrect number of payment account.

3. INFORMATION ON FEES AND CURRENCY EXCHANGE RATE

3.1. Type and level of fees the Bank charges to the Payment service user

The Bank charges fees in accordance with the Tariff:

- For activation of particular E-banking service,
- For Smart card issuance,
- For Smart card reader issuance, and
- For use of particular E-banking service.

The Payment service user is obliged to provide funds on the payment account with the Bank which shall be used for payment of fees for E-banking services. If there are no sufficient funds on the payment account for payment of fees for agreed E-banking service, the Payment service user may not use such service until the payment account contains sufficient funds for payment of activation of E-banking service fee.

By signing the Application for E-banking services Payment service user agrees and authorizes the Bank to charge all fees, related to use of any or all E-banking services, in accordance with the Tariff.

For E-banking services which allow execution of payment transactions by debiting the payment account of the User, the Bank charges fees for each payment transaction performed in such way, in accordance with the Tariff.

Execution of payment order may require buying and/or selling of domestic or foreign means of payment, i.e. currency conversion of one foreign mean of payment (currency) to another. For these conversions the Bank shall apply buying and selling exchange rate (depending on the currency being bought or sold) from the Exchange Rate List of the Bank – for payment service user, and exchange rate shall be applicable on the date of execution/currency conversion.

4. INFORMATION ON MANNER AND MEANS OF COMMUNICATION BETWEEN THE USER AND THE BANK

Any communication between the Bank and the Payment service user, related to E-banking service, shall be performed in Serbian language. This does not exclude use of other languages, if so agreed between the Payment service user and the Bank, and all in accordance with good banking practices.

Information and notices shall be served in writing or on any other durable medium. All relevant data on execution of payment transactions, as well contact addresses of the Bank are available to the Payment service user at the address – www.bancaintesa.rs.

As provided by the previous paragraph, the Bank notifies the Payment service user on executed domestic payment transactions, international payment transactions and domestic payment transaction in third country currency in the manner provided in the GTC for payment accounts and payment transactions.

The Payment service user has the right to request copy of the Framework Agreement, at any time during the term of the Agreement, and to change channel of communication with the Bank, except if it is contrary to provisions of the Framework agreement or incompatible with nature of particular product, i.e. service.

The Bank shall not be liable for damages the Payment service user may suffer due to irregular collection or failure to collect documentation made available by the Bank in accordance with this point of the GTC for E-banking services.

The Bank shall perform subsequent internal checks of consistent application of conditions of the Framework Agreement related to product price for the entire duration of the Framework Agreement.

If checks from pervious paragraph show that calculated price is not in accordance with the price defined in the Framework Agreement, the conditions which are more favourable for the Payment service user shall be applied or the difference shall be returned to the Payment service user.

5. INFORMATION ON SAFETY AND OTHER MEASURES RELATED TO EXECUTION OF PAYMENT TRANSACTIONS

5.1. Use of Smart card by the Payment service user

The Bank gives Smart card to the Payment service to be used for secure performance of payment transactions by E-banking services.

Assigned unique secret PIN for identification and keys for digital signing allow electronic message signatory to identify itself and access E-banking services. Payment service user shall be liable for:

- Keeping secret password and secret key confidential;
- Distribution of secret password and secret key to the person, which, in opinion of the Payment service user, may be informed, as well as
- Costs of use.

Pursuant legal regulations the Payment service user is liable for any possible damages arising from failure to comply with obligations from the Framework Agreement and/or if any third party, in any way came into possession of devices and/or data related to authorization of the Payment service user.

5.2. Replacement, renewal, unblocking and cancelation of Smart card

In case of damage, malfunction, deterioration, loss or theft of the Smart card used for E-banking (In house), the Payment service user has the right to request the Bank to replace/issue new Smart card, with new period of validity.

Payment service user submits a request for replacement of Smart card in writing and shall pay fee to the Bank for replacement/issuance of new Smart card in accordance with the Tariff.

If Smart card, issued for E-banking (In house) is blocked, Payment service user is obliged to unblock such card, free of charge, in the business unit of the Bank.

If period of use of secret key (digital certificate) issued for E-banking (In house) has expired, Payment service user is obliged to renew user certificate.

If Smart card is damaged or blocked, as well as if digital certificate issued by Intermediary service centre has expired, the Payment service user shall provide replacement for the issuer. After receiving the new Smart card issued by Intermediary service centre, Payment service user shall submit new filled in Application to the Bank, along with additional documentation specified on the list of document at the Bank's official website (www.bancaintesa.rs), which shall be used in order to update E-banking services.

In case of loss, theft, fraudulent or unauthorized use of Payment instrument or suspected unauthorized use of E-banking service, the Payment service user shall immediately notify the Bank on such circumstances. The Payment services user shall confirm loss or theft of Smart card within 3 (three) business days from the date it notified the Bank, in writing and on the prescribed form at the nearest business unit of the Bank.

Intermediary service centre agrees with the Payment service user on issues regarding property, tariff of fess, manner of storing and use of issued Smart card.

If the Payment service user wants to cancel, i.e. permanently disable use of Smart card by the Authorized person and/or Legal representative, it shall submit a new Application to the Bank, by which it will request revocation of authorization.

5.3. Implementation of provisions of the GTC for payment accounts and payment services

Provisions on liability for unauthorized, non-executed or incorrectly executed transaction, as well as on use of unique identifier and authorization of the Bank to dispose with funds on the Account of the Payment services users are regulated by the GTC on payment accounts and payment services.

6. CONDITIONS FOR AMENDMENT AND TERMINATION OF THE AGREEMENT

6.1. Amendments to the Framework Agreement

Any amendments to the Framework Agreement must exclusively be made in writing, except changes in favour of the Payment service user and changes which may, in accordance with applicable regulations, be amended and applied immediately and without prior consent of the Payment service user.

If the Bank proposes amendments to provisions of the Framework Agreement, it shall submit such proposed amendments to the Payment service user in writing or any other durable medium, at least 2 (two) months before the proposed date of its application, and the Payment service user may agree with such proposal even before proposed date of application.

It is deemed that the Payment service user agreed to the proposed amendments to the Framework agreement, if prior to the date of application thereof it did not provide notice to the Bank that it does not agree with the proposal, on which the Bank shall inform the Payment service user when submitting the proposal.

The Bank shall inform the Payment service user, simultaneously with the submission of the proposal referred to in that paragraph, of its right to terminate the Agreement before the date of application of the proposed amendments, without paying any fees and other costs in case the Payment service user has not accepted the proposal.

6.2. Termination of the Framework Agreement

Payment service user has the right to terminate the Framework agreement at any time and free of charge with a notice period of 15 (fifteen) days by submitting Application for cancelation of all E-banking services being used.

The Payment service user has the right to terminate the Framework Agreement in other cases provided by the law which regulates contractual relations or by any other law.

The Bank has the right to terminate the Framework Agreement with notice period of 2 (two) months, as well as in other cases provided by the Framework Agreement, the law which regulates contractual relations or by any other legal regulations, by submitting written notice to the other party.

In case of termination of the Framework Agreement, the Payment service user shall pay fees only for services provided until the date of termination, and if such fees are paid in advance, the Bank shall refund proportionate amount of fees paid by the Payment service user.

The Payment service user may require provision of the Framework Agreement, contrary to the information provided in the pre-contractual phase in accordance with the Law on Payment services, and/or provisions relating to information on compulsory elements of the Agreement which have not previously been submitted to the Payment service user – to be declared null and void.

Except in cases referred to in this point, the Bank may unilaterally terminate the Framework Agreement in following cases:

- If it becomes aware that the Payment service user is placed on official terrorist and any other negative lists, in accordance with domestic and international regulations on anti-money laundering and terrorism financing;
- If the Payment service user fails to provide, at the request of the Bank and within provided or reasonable timeframe, information on itself, its real owners, its operations, origin of assets or type/purpose of business relationship with the Bank and/or transactions performed through the Bank;
- If the Account of the Payment service user has been inactive for 12 (twelve) consecutive months, which means there has been no recorded payments to and withdrawals from the Account, which does not include posting of interest, fees and costs and any other postings at the order of the Bank.
- If the Bank fails to serve notice on termination of the Framework Agreement or request for data update by registered mail to the address last provided by the Payment service user, due to the fact the Payment service user failed to timely notify the Bank on change of residential address and/or mailing address, serving date shall be the date on which post office or any other legal entity specialized in delivery of registered mail first confirmed that service of notice/request of the Bank has been attempted;
- If fees for use of E-banking services cannot be collected from the Payment service user.
- If the Agreement on payment accounts and payment services has been terminated.

7. INFORMATION ON USER PROTECTION

7.1. Protection of payment service user - entrepreneur

7.1.1. Right to complaint

The Payment service user - entrepreneur has the right to file a written complaint to the Bank within the period of 3 (three) years from the date of violation of its rights or legal interest, if it finds that the Bank fails to comply with provisions of the Law on Financial Services Consumers Protection, other regulations governing these services, good business customs related to these services or obligations under the Framework Agreement concluded with the Payment service user.

The Bank may not charge any fees to the Payment service user -entrepreneur, complainant, nor any other costs of acting on the complaint.

Complaints shall be submitted to the address of the Bank:
Banca Intesa ad Beograd,
Consumer Satisfaction Office,
7b Milentija Popovića str, 11070 New Belgrade
or by email: kontakt@bancaintesa.rs

7.1.2. Right to file a complaint to the National Bank of Serbia

If the Payment service user - entrepreneur is not satisfied with response to its complaint or if response has not been provided within 15 (fifteen) days – the Payment service user - entrepreneur may, before initiation of court proceedings, file a complaint to the National Bank of Serbia, if it finds that the Bank fails to comply with provisions of legal regulations which govern these services or good business customs related to these services or obligations under the Framework Agreement.

Payment service user - entrepreneur may file a complaint within 6 (six) months from the date it receives a response or after expiration of the period for provision of response referred to in the previous paragraph of this point.

The complaint shall be filed via homepage of the National Bank of Serbia's website, by clicking on the text *File a complaint against financial services provider* or by mail to the following address: National Bank of Serbia, Financial Services Consumer Protection Sector, 17 Nemanjina Str., 11000 Belgrade or ZIP code 712, 11000 Belgrade.

7.1.3. Out-of-court dispute settlement

If a Payment service user - entrepreneur is not satisfied with the response received or the response has not been submitted within the provided period of 15 (fifteen days), dispute between the Payment service user - entrepreneur and the Bank may be settled in an out-of-court procedure – mediation procedure.

After the mediation procedure is initiated, the Payment service user - entrepreneur may no longer file a complaint, except if the mediation is finalized with suspension or withdrawal, and if the complaint has already been filed – the NBS will stop acting on the complaint, i.e. stop this procedure, if mediation is completed by mutual agreement.

The period provided for filing a complaint shall not flow during the mediation.

The mediation procedure shall be initiated at the proposal of a party to the dispute accepted by the other party. This proposal must contain period for its acceptance, which cannot be shorter than 5 (five) days from the date proposal has been submitted.

Disputed parties may decide if the mediation procedure should be conducted before the National Bank of Serbia or other body or person authorized for mediation.

Mediation procedure before the NBS is free for the parties participating in the procedure.

7.2. Protection of payment service users – legal entities

7.2.1. Complaints related to the Bank's operations

The Payment service user - legal entity may file a complaint related to Bank's operations in writing – at business premises of the Bank, by mail, on the Bank's website, i.e. via email, and the Bank shall receive such complaint and issue a receipt confirmation to the Payment service user – legal entity, at its request, specifying place and time of reception, as well as the employee of the Bank who received the complaint.

The Bank shall consider the complaint and provide written response to the Payment service user – legal entity (hereinafter referred to as: the Response) within 15 (fifteen) days from the date complaint is received. In exceptional cases, if the Bank, due to the reasons beyond its reasonable control, is unable to provide the Response within the period provided in the previous paragraph – such period may be extended for additional 15 (fifteen) days on which the Bank shall notify the Payment service user – legal entity in writing within 15 (fifteen) days from the date complaint is received.

The Response of the Bank has to be complete, clear and understandable to the Payment service user – legal entity, and related to the subject of complaint and contains assessment if such complaint is grounded.

If the Bank assesses that the complaint is grounded, it shall notify the Payment service user – legal entity on its assessment, and if the reasons due to which the complaint has been filed are eliminated, i.e. about deadline for elimination of such reasons and actions which will be taken in order to eliminate such reasons.

In the Response the Bank shall inform the Payment service user – legal entity on its right to file a complaint to the National Bank of Serbia.

The Bank shall not charge any fees or any other costs to the Payment service user – legal entity related to acting on complaint.

7.2.2. Activities of the National Bank of Serbia related to mediation proposal in the period before the complaint is filed

If the Payment service user – legal entity is not satisfied with the response or the response has not been provided within the period provided, dispute between the Payment service user – legal entity and the Bank may be settled by mediation procedure, in accordance with the law regulating mediation of dispute settlement.

7.2.3. Manner of filing a complaint and activities of the National Bank of Serbia related to complaint of the client

If the Payment services user – legal entity is not satisfied with the response or the response has not been provided within the period provided, it may, within 6 (six) months from the date the response is received or expiration of the period provided for its delivery, and before initiation of court proceedings, submit a complaint – in writing, by mail or email to the email address of the National Bank of Serbia, specified on its website, along with complaint filed to the Bank, the response (if the Bank provided it) and documents which may be used to assess allegations from the complaint.

The National Bank of Serbia shall request from the Bank to comment on the complaint within 8 (eight) days from the date the complaint is received, on which it shall simultaneously notify the Payment service user – legal entity.

The Bank shall comment on the allegations from the complaint in writing, within the period provided by notice of the National Bank of Serbia, and which may not be longer than 8 (eight) days from the date notice is received, and submit evidence supporting its comments.

After the Bank provides the comments to the complaint, i.e. after expiration of the period provided, the NBS may request additional comments from the Bank, i.e. submission of appropriate evidence within the period defined in the request.

The National Bank of Serbia shall notify the Payment service user – legal entity on its findings in relation to the complaint within 3 (three) months from the date complaint is received, and in more complex cases the period may be extended for maximum of 3 (three) additional months, on which the National Bank of Serbia shall notify the Payment service user – legal entity in writing before expiration of the initial period of 3 (three) months starting from the date complaint is received.

If mediation procedure has been initiated, while the NBS acts on complaints of the Payment service user – legal entity – the National Bank of Serbia shall suspend any actions on complaints, i.e. suspend its activities, if mediation procedure has been concluded by mutual agreement.

Mediation procedure is held by the National Bank of Serbia free of charge.

The complaint shall be filed via homepage of the National Bank of Serbia's website, by clicking on the text *File a complaint against financial services provider* or by mail to the following address: National Bank of Serbia, Financial Services Consumer Protection Sector, 17 Nemanjina Str., 11000 Belgrade or ZIP code 712, 11000 Belgrade.

8. CONFIDENTIALITY AND PROTECTION OF DATA ON PAYMENT SERVICES

8.1. Disposal of data

The payment service user explicitly agrees that the Bank, in accordance with legal regulations, has the right to forward the data from the Framework Agreement, User data and data on its related parties,

documentation comprising the file of the Framework Agreement, as well as any other data considered banking secret, and data on obligations under the Framework Agreement manner of its settlement and compliance with provisions of the Framework Agreement to the Central database of Intesa Sanpaolo Group, members of its bodies, shareholders, employees of the Bank, external auditors, Credit Bureau, Association of Serbian Banks, as well as other persons on a need-to-know basis, and third parties with which the Bank has concluded the agreement on data confidentiality, which are obliged to, after termination of contractual relationship, or when confidential information become useless, i.e. after expiration of storage period, if such period is provided by regulations or internal acts of third party based on regulations, and during the period of compulsory storage, and by complying to applicable regulations on confidential data handling, destroy or erase confidential information in such way they cannot be recovered and submit written confirmation on the matter.

8.2. PROTECTION OF PERSONAL DATA

The User explicitly agrees that the Bank has the right to use User data, such as address, phone number, fax or fax number, email addresses and other contact information the User provided to the Bank on conclusion of the agreement, to inform the User on its activities, products and service, through brochures, leaflets, electronic messages, as well as any other type of business communication and presentation.

By concluding the Agreement with the Bank, the User confirms that the Bank has informed them about processing of personal data, conditions of collecting and processing personal data that the Bank obtained from them and/or other persons for the purposes of its regular operations and performance of legal and contractual obligations, in accordance with the Law on Personal Data Protection.

9. SERVICE OF NOTICES

9.1. Service of notices by the Bank to the Payment service user

The Bank serves notices, reports and other written documents to the User who established or intends to establish business relationship with the Bank at the address of its registered offices, permanent or temporary residence of the User, i.e. by email, SMS or fax messages or in any other appropriate manner which is in compliance with necessary requirements of providing complete and clear information.

The Bank performs service of notices from paragraph 1 of this point in accordance with the order and consent of the Payment service user and according to the latest data submitted.

Order of consent from the previous Paragraph hereof shall be given by the User to the Bank directly in the Bank's premises, in written form, in verbal form through the Bank's Contact center, i.e. through the Bank's applications for electronic or mobile banking.

If the client fails to timely notify the Bank on change of data such as address, phone numbers, fax and fax numbers, email address and other data, and which have been submitted to the Bank for service of notices, as well as on other data which affect or could affect regular service, serving of notices conducted by the bank in accordance with available data shall be considered regular, and any obligations of the Bank to the client arising from or in connections with serving of notices shall be considered performed:

- a) at the date of submission of notices to the post office (for sending as registered shipment), i.e. to the company registered for delivery;
- b) at the date of service in any other way selected by the Bank in accordance with the Framework Agreement and data provided, as well as consent of the payment service user for service of notices.

If the mail served to the Payment service user is returned due to the incorrect address or incorrectness of any other data provided by the Payment service user, the Bank may discontinue further sending of written shipments and notifications to the Payment service user, until it notifies the bank on change of data required for regular service.

In each individual case the Bank decides, in accordance with regulations, the Framework Agreement and nature and contents of acts being served, on the type of service: registered shipment with or without a receipt notice, sending via email, fax, SMS or any other appropriate way.

The Bank may serve notices to the Payment service user through third party, with which it concluded the agreement on performance of delivery, with agreed obligation of third party in terms of protection and confidentiality of the Payment service user's personal data.

In order for completed delivery to be considered regular, the Bank and a person which in the name and on behalf of the Bank performs the delivery, shall provide proof that the shipment has been sent to the Payment service user, as well as ensure that such proof is kept for the necessary time period.

9.2. Service of Notices by the User to the Bank

The Payment service user serves notices to the address of the Bank's registered office or its organizational units, in accordance with the Framework Agreement, advertisements published and advertising material, the Bank's website and other instructions provided by the Bank to the Payment service user in writing.

Depending on type of business, and in accordance with applicable regulations and existing agreements with the Payment service user, the Bank may request the Payment service user to provide particular documents and notices to the Bank:

- c) in original form or photocopy, with or without certification of competent authority proving that the photocopy is true to the original;
- d) with translation to Serbian language, certified by authorized court interpreter (in case of documents and notices in foreign language);
- e) with the "APOSTILLE" certification or other legalization certificate, depending on the country of origin of submitted document (in case of a foreign document).

10. AUTHORITY RESPONSIBLE FOR SUPERVISION OF THE BANK

The Authority responsible for supervision of operations of the Bank, as payment service provider, is: National Bank of Serbia, 12 Kralja Petra, Belgrade or 17 Nemanjina, Belgrade.

11. COMING INTO FORCE

The General operating terms and conditions may be applied 15 (fifteen) days, at the earliest, from the date they have been published by displaying at visible location in Bank's branches, and/or on the website of the Bank, including the possibility of displaying acts in electronic form on public screens at Bank's branches, but not before 21.08.2019.

President of the Board of Directors

Ignacio Jose Jaquotot Calvo