

Effective from 29.05.2020.

Pursuant to Article 73, paragraph 1, item 5 of the Law on Banks (Official Gazette of RS No. 107/2005, 91/2010 and 14/2015) and Article 33, paragraph 2, point 5 of the Articles of Association of Banca Intesa AD Beograd, the Board of Directors of Banca Intesa a.d. hereby adopts the following

**GENERAL OPERATING TERMS AND CONDITIONS OF BANCA INTESA AD BEOGRAD
ON PROVISION OF INSTANT PAYMENT SERVICE AT THE RETAIL'S POINT OF SALE
FOR LEGAL ENTITIES AND ENTREPRENEURS**

1. INTRODUCTORY PROVISIONS

1.1. Content of Bank's General Operating Terms and Conditions

These Banca Intesa General Terms and Conditions of Banca Intesa AD Beograd, on provision of IPS at retailer's POS for legal entities and entrepreneurs (hereinafter referred to as: GTC for IPS on PS) govern the mutual rights, obligations and responsibilities of both the Bank and the Retailers, in terms of accepting cashless payments, using instant payments at the Retailer's point of sale.

Standard conditions for particular products and services of the Bank, as well as acts which regulate fees and other costs the Bank charges to Retailers are also considered the GTC for IPS on PS.

Terms used in the GTC for IPS on PS:

- **Bank** being **BANCA INTESA AKCIONARSKO DRUŠTVO BEOGRAD** (NOVI BEOGRAD), 7b Milentija Popovića Street, 11070 Belgrade, Serbia (hereinafter referred to as: the Bank), BIC/SWIFT: DBDBRSBG, company registration number: 07759231, TIN: 100001159, E-mail: kontakt@bancaintesa.rs;
- **The instant payment services at the retailer's point of sale** enabling payments for the retailer's product/service by scanning the QR code (hereinafter referred to as: IPS scanning) from POS terminal, e-commerce POS, other mobile device or Retailer's static QR code using the Buyer's mobile application, or by generating a QR code (hereinafter referred to as: IPS show) in the Buyer's mobile application, when the Retailer initiates instant payment by scanning the Buyer's generated QR code.
- **Framework agreement on the provision of instant payment services at a point of sale** (hereinafter referred to as: Framework agreement) comprises:
 - a) the GTC for IPS on PS,
 - b) General Operating Terms and Conditions of Banca Intesa AD Beograd for payment accounts and payment services for legal entities and entrepreneurs (hereinafter referred to as: GTC for payment accounts and payment services),
 - c) Framework agreement on the provision of instant payment services at a point of sale (hereinafter referred to as: Agreement)
 - d) Request for accepting IPS service at a point of sale (hereinafter referred to as: Zahtev),
 - e) Financial part of the Agreement,
- **Retailer** is a legal entity or entrepreneur having an established cooperation with the Bank or is interested in establishing cooperation in the area of accepting instant payments at a point of sale
- **Buyer** is a user purchasing goods and/or services using the instant payment option at the Retailer's point of sale
- **Instant payment transaction** at a point of sale of a Retailer is a payment transaction effected by using the "IPS scan" option at an e-commerce point of sale, POS terminal, tablet, mobile or other device or by scanning the static QR code, using the "IPS show" option. The instant payment transaction enables the transfer of funds from the Buyer's account to the Retailer's account, within a few seconds.

- **QR code (QR - Quick Response)** is a standardized two-dimensional trademark for a two-dimensional barcode, containing prescribed elements and which is used to present Buyer's data, i.e to download the Retailer's data;
- **POS (Point of Sale) terminal** is an electronic device serving for presenting the QR code in case of the IPS scan option;
- **Point of Sale** is the point of sale where the Buyers, using the instant payment option, "IPS scan" or "IPS show" effect cashless payments for goods or services (hereinafter referred to as: PS);
- **E-commerce Point of Sale** is the point of sale, Retailer's website, where the Buyers, using the instant payment option "IPS scan", effect cashless payments for goods or services (hereinafter referred to as: EPS);
- **Slip** is a certificate of effected instant transaction which the Buyer receives when effecting instant payments at a POS terminal;
- **IPS report** is a report providing an overview of all instant payment transactions generated by the use of instant payment option at PS;
- **Claim** is a written objection to the instant payment transactions, filed by the Buyer or the Retailer; The claim, in terms of this GTC for IPS on PS, does not encompass the Buyer's objection to the material and legal deficiencies to the purchased good/services at Retailer's PS and EPS;
- **Service activation** is a set of the Bank's activities enabling the acceptance of instant payments at PS;
- **Payment instrument** is each personalized means and/or set of actions agreed between the payment services users and the Bank, and which the payment services user applies for initiation, signing and authorization of the payment order for debiting the payment account;
- **Agreement on the provision of instant payment services at a point of sale (Agreement)** is a document by virtue of which the Retailer and the Buyer agree on the conditions for the use of the Bank's instant payment service at PS;
- **Request for accepting IPS service at point of sale (Request)** is a document defining the basic data on the Retailer and the PS record, where instant payments will be effected;
- **Financial part of the Agreement** is a document that consists the commercial terms of cooperation between the Retailer and the Bank and Excerpt from Tariff of Fees for services of Banca Intesa AD Beograd with fees referring to IPS services on point of sale;
- **mPOS application** is an application for mobile devices of the Retailer enabling the Retailer to present the QR code, i.e. the scanning of the QR code generated in the Buyer's mobile application;
- **Retailer's mobile device** is a device having the option of installing additional applications and whose operating system supports the use of the mPOS application;
- **mPOS PIN** is a combination of signs used for the authentication of the Retailer when accessing the mPOS application.

The Retailer 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 stage, within the Draft Agreement, in the manner which allows the Retailer to familiarize with the conditions of payment services provision, as well as to compare offers of different instant payment services at a point of sale and assess if these conditions and services suit its needs.

In line with the regulations, the application of obligations in the pre-contractual stage to the Retailer - legal entity, is excluded.

1.2. Competence for adoption

GTC for IPS as well as the amendments and supplements to these services, are passed by the Bank's Board of Directors.

Between two regular meetings of the Board of Directors, 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, and GTC for payment accounts and payment services and GTC for IPS on PS

The GTC for IPS on PS will be deemed special general conditions in relation to the GTC for payment accounts and payment services, and will therefore be applied together with GTC for payment accounts and payment services.

In case of any discrepancy in between the provisions of the Agreement, as well as in between the GTC for IPS on PS and the GTC for payment accounts and payment services, the provisions of the Agreement and the GTC for IPS on PS shall apply.

In line with item 1.1. of this GTC, the Agreement is an integral part of the Framework Agreement, so in case of any discrepancy/collision between provisions of the Agreement and other acts that make the Framework Agreement, the Agreement shall take prevalence.

2. CONDITIONS FOR THE USE OF THE INSTANT PAYMENT SERVICE AT A RETAILER'S POINT OF SALE

2.1. Types and descriptions of the main characteristics

The information on the instant payment service at the Retailer's point of sale are available in the Bank's business network and on the Bank's internet website (www.bancaintesa.rs).

For the agreed instant payment service at a point of sale, the Bank shall supply the Retailer with the use of the service in the scope and in the manner specified in the IPS User Manual and/or technical documentation.

The Bank shall retain the right of amendment of the type, scope and contents of the instant payment service at a point of sale, as well as the introduction of new types of instant payment services at a point of sale. Each change to the type, scope and contents and/or introduction of the instant payment service at a point of sale, shall be posted on the Bank's website (www.bancaintesa.rs).

The Retailer shall dispose of the agreed instant payment service upon signing of the Agreement and acquiring the technical prerequisites for the use of the instant payment service at a point of sale. The service is available to the User 24 (twenty-four) hours, 7 (seven) days a week, in the scope and manner set forth in IPS User Manual and by provisions of the Framework Agreement.

The prerequisite for contracting the instant payment service at a point of sale, will be an open payment account of the Retailer with the Bank and the acquired technical prerequisites for the use of the type of the instant payment service which the Retailer activates.

The commercial conditions of cooperation as well as the costs from the Tariff of Fees for the Bank's services, relating to the use of the IPS Service on point of sale, will be provided in the document - Financial part of the Agreement.

The Framework agreement will be signed once the Retailer accepts the conditions of cooperation and upon receiving the required approvals from the Bank for establishing cooperation.

When contracting the IPS service at a point of sale, the Retailer shall be bound to provide a properly filled-in Request. The Retailer shall independently determine the channels as well as the points of sale through which they will be providing the IPS service: Based on a signed Agreement and the Request,

the Bank shall supply the Retailer with the relevant parameters for the mPOS device and for each device separately, whereas technical support and/or documentation will be provided for POS and E-commerce, enabling the use of service at a point of sale.

The Retailer will be bound, on its own and at its own cost, to ensure the minimal technical requirements for the use of the instant payment service at the Retailer's point of sale.

The Bank reserves the right to refuse to enter into the Framework Agreement with the Retailer and in that case it shall allow the Retailer to collect documents submitted for such purpose to the Bank, while keeping a copy thereof.

The Bank shall provide the Retailer with consultancy services in the course of the implementation process.

2.2. Retailer's Obligations

The Retailer undertakes:

- to sell the goods and services at its PS and EPS, by accepting the instant payment service at the point of sale of the Retailer, by scanning the QR code of the Buyer or by putting at disposal for the purpose of scanning for the Buyer the generated QR code at the POS terminal, other mobile device or at the e-commerce point of sale, in line with the conditions and rules set forth by the Agreement, GTC for IPS on PS and the applicable regulations;
- not to disburse cash to the Buyers, on the basis of the instant payment service at the Retailer's point of sale, but solely to sell goods, i.e. render services at its PS;
- to sell good/services to the Buyers at the price which is identical with the price valid for cash payments, and under no condition to sell the goods/services to the Buyer, at higher prices;
- to issue the Buyer a slip for each purchase made by means of instant payment at the POS terminal;
- at the request of the Bank, to provide the relevant reports and completed questionnaires;
- To bear criminal and material responsibility for the regularity of the provided documentation;
- in case of damage incurred to the Bank, due to the breach of provisions of the Agreement and the GTC for IPS on PS, to fully reimburse such damage, whereas all of the costs that a Retailer might have on the basis of accepting the instant payment service at a PS, shall be borne by the Retailer;
- to ensure relevant technical conditions required for the realization of instant payments at the Retailer's point of sale, a POS terminal with the accompany equipment (if opting for this IPS service channel on point of sale) or other mobile device, whereas the Retailer will not be entitled to give the POS terminal and the accompanying equipment for use to a third party, without Bank's written consent;
- to ensure that the installed POS terminals and other mobile devices and the accompanying equipment are used in line with the relevant user manual and/or technical documentation;
- to have installed, at each and every moment, on its mobile device, the current version of the mPOS application, and to maintain the mobile device used to access the mPOS application, compatible;
- to bear all telecommunication and other costs arising from access to and use of the mPOS app;
- promptly inform the Bank of the changes relating to the phone, phone line disturbances, deficiencies and damages to the POS terminals;
- to bear all costs arising due to the breach of the provisions of the IPS User Manual and/or technical documentation and as consequence of the unprofessional handling by the Retailer's employees or unauthorized persons or other external effects that do not depend on the Bank;
- in case of any discrepancy in relation to the calculation of the turnover, provide all relevant data at the request of the Bank;
- to handle the reports received from the Bank, relating to all changes to the payment account, to review them and inform the Bank of each and every discrepancy or disputed debt, i.e. claims, within one month from the date of execution of the payment transaction;

- to immediately inform the Bank of all of the identified irregularities or unusual conduct in relation to the instant payment service, at the Retailer's point of sale;
- to have all of the business, financial and other data, relating to the Bank, as well as to the Buyers, generated in the course of operations set forth in the Agreement and this GTC for IPS on PS, treated as confidential, and in case of contrary conduct, to reimburse for the damages that the Bank would suffer on such basis;
- to have the promotional material received from the Bank available at a visible spot at the PS, at the entrance door, as well as on the cash desk, i.e. POS device, in order to emphasize that the PS accepts payments by instant payment service at the Retailer's point of sale. The Retailer will be bound to highlight which type of instant payment is offered to the Buyer at the point of sale, i.e. the Retailer will be bound to highlight either both or one of the options "IPS show" or "IPS scan";
- not to use the Bank's logo for its promotions, without the Bank's written consent (which implies the Bank's Consent by email at the email that the Retailer supplied the Bank with);
- not to charge for the goods or services, not sold/rendered to the Buyer;
- to inform the Bank of the amendments to the information, required for smooth and safe provision of the instant payment service at the point of sale of the Retailer, and in particular: the mobile phone numbers and email addresses through which the subject service is rendered, as well as the addresses of the points of sale. Should the Retailer fail to do so, the Bank shall consider the last information submitted by the Retailer to be relevant and may not be liable for any damages caused by outdated data;
- to inform the Bank, in written form, of the intention to suspend IPS service on point of sale, by filling in the Request on the suspension of instant payment services at the point of sale.

2.3. Rights and Obligations of the Bank

The Bank undertakes:

- to supply the Retailer with the technical documentation and/or IPS User Manual, in electronic or written form;
- in case of amendments to the IPS User Manual, supply the Retailer with a new version of IPS User Manual, post it on the official bank's website in electronic form or at the request of the client, provide it in electronic or written form, prior to commencement of its application;
- provides the Retailer with all of the required elements for access and use of the instant payment service, at the Retailer's point of sale, within the working hours of the service, except in cases of force majeure, technical difficulties or other, unforeseen events and
- be liable for any damage directly incurred to the Retailer, caused by the Bank, intentionally or negligently.

In all cases when determined that a payment transaction was effected contrary to the provisions of the Framework Agreement, or as result of abuse, i.e. error or omission by the Retailer, the Bank will be entitled to request from the Retailer the return of the paid funds, and on the basis of such payment transactions, there will be no further financial liabilities.

The Bank will not be held liable by the Retailer for the damages caused by force majeure, war, riot, terrorist acts, natural and environmental disasters, epidemics, labor strikes, power outage, telecommunication and other traffic interferences, errors in telecommunication transfer of data, government decisions and actions, as well as any other causes which may not be attributed to the Bank, and which prevent the Retailer from accessing the IPS service on point of sale;

The Retailer agrees that, in case of any unsettled debts towards the Bank, the Bank will be entitled to retain the entire or part of the turnover, for the purpose of settling the due liabilities, as per other legal transaction.

The Bank makes no guarantees and assumes no responsibility for the hardware and software which is not part of the instant payment system at PS.

3. Complaints

In terms of this GTC for IPS, the complaint implies the following:

- a. Should the Buyer or the Buyer's Bank address the Bank with a written complaint regarding the transaction effected by means of the instant payment option at PS or EPS of the Retailer;
- b. Should the Retailer address the Bank with a written complaint regarding the transaction effected by means of the instant payment option at PS or EPS of the Retailer;

The Retailer undertakes, in case of a complaint filed by the Buyer, and at the Bank's request, to provide all of the requested data.

In case the Retailer fails to act in the manner defined in the previous paragraph, it shall be bound to fully reimburse the claimed amount of the Buyer.

All of the complaints referring to the legal or material deficiencies of the sold goods/services at the Retailer's PS or EPS, shall not be deemed a complaint in terms of these GTC for IPS on PS, and shall be resolved directly in between the Retailer and the Buyer, without the Bank's participation.

The Bank, in the role of issuer of the Instant Transfer Authorization Payment Instrument, shall be obliged to enable the Customer, after debit of a payment account executed on the basis of a PM payment request, in the manner specified in the Framework Agreement, to submit a request for a refund of such funds (hereinafter (Refund Request) for one of the following reasons:

- 1) that the Buyer has received clear information that the payment request has been made and the Merchant claims that he has not received this information, as a result of which he has not delivered the goods or services;
- 2) that the Buyer has received information that the payment request has been made but claims:
 - the request for payment at the point of sale was made repeatedly by mistake,
 - that the request for payment at the point of sale was made in the amount exceeding the amount determined for payment of the goods / service,
 - at the same PM made payment for goods / services in another way or other request for payment at the point of sale;
- 3) that the Buyer and the Merchant have received information that the payment request has been made and the Buyer claims that, despite the payment made at the point of sale, the Merchant did not deliver the goods or service.

In the cases referred to in points 1) and 2) of the preceding paragraph, the Bank shall be obliged to enable the Buyer to submit a request for a refund immediately after receiving the information that the payment request has been made, information on a reference mark that uniquely identifies the payment transaction performed on the PM as well as on the currency and the amount of the payment request completed, no later than thirteen months after the date of debiting the payment account.

In the case referred to in paragraph 3) of the preceding paragraph, the Bank shall be obliged to allow the Buyer to submit a request for refund within 4 (four) months from the expiry of the deadline for delivery of the goods / service, and not later than 13 (thirteen) months from the day of the debit payment account.

The provisions of positive regulations will apply to resolve other complaints about the procedure for refunds not specifically regulated by this GTC for IPS on PM and the Framework Agreement.

4. Effecting payment transactions by means of instant payment service at a point of sale

The provisions referring to the use of a unique identification designation, giving consent to the execution of the payment order, recalling a payment order, the time of reception of a payment order and the deadline for the execution of a payment order have been set forth by the GTC for payment accounts and payment services.

3. INFORMATION AND DATA ON FEES

3.1. Type and amount of the fees charged by the Bank to a Retailer

For contracting and using the instant payment service at a point of sale, the Bank will charge a fee to a Retailer, in line with the Financial part of the Agreement.

The Retailer assumes to ensure the funds on the payment account with the Bank, for paying fees, in case there are no sufficient funds on the Retailer's payment account, for charging the fee for instant payment services, at the point of sale.

By signing the Request, the Retailer agrees and authorizes the Bank to charge all of the fees relating to the use of the instant payment service at a point of sale, in line with the Financial part of the Agreement.

The Bank shall charge a fee for each separate payment transaction, in line with the Financial part of the Agreement.

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

Any communication between the Bank and the Retailer related to opening and maintenance of payment account and provision of payment services shall be performed in Serbian language. This does not exclude use of other languages at the request of the Retailer, all in accordance with the good banking practices.

Information and notices shall be submitted in writing or on any other durable medium. All applicable data related to execution of payment transactions, as well as addresses for communication with the Bank, the Retailer may find at the following address – www.bancaintesa.rs

In the manner agreed in the previous paragraph, the Bank shall inform the Retailer of the executed, local domestic transactions, the international payment transactions and domestic payment transactions, in the currencies of third countries, in the manner set forth by the GTC for payment accounts and payment services.

The Retailer has the right to request, at any time during the term of Framework agreement, copy of the agreement and to change channel of communication with the Bank, except if it is contrary to the provisions of the Framework agreement or incompatible with the type of the product/service.

The Bank shall not be held liable for the damage that the Retailer might suffer as consequence of disorderly take over or in case of failure to take over the document, that the Bank put at its disposal in line with this item of the GTC

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

If checks from the previous paragraph show that calculated price is not in accordance with the price defined in the Framework agreement, the conditions which are more favorable for the Retailer shall be applied or the difference shall be returned to the Retailer.

5. INFORMATION ON PROTECTION AND OTHER MEASURES IN RELATION TO THE EXECUTION OF THE INSTANT PAYMENT SERVICE AT THE RETAILER'S POINT OF SALE

5.1. Applying provisions from GTC for payment accounts and payment services

The provisions on the responsibilities for unauthorized, unexecuted or irregularly executed payment transaction, as well as on the use of the unique identification designation and the Bank's authorization for disposal of funds on the Retailer's account, have been defined by the GTC for payment accounts and payment services.

5.2. Disabling instant payment services at the Retailer's point of sale

If suspected that the provisions of the Framework agreement have been breached by the Retailer or abused, the Bank may disable temporary or permanent use of the instant payment service at PS.

In case the Retailer wishes to recall, i.e. permanently disable the use of the instant payment service at PS, the Retailer shall be bound to file a new Request to the Bank, used to deactivate the service.

6. CONDITIONS FOR THE AMENDMENT AND TERMINATION OF THE AGREEMENT

6.1. Amendments to the Framework Agreement

Any amendments and supplements to the Framework Agreement must exclusively be made in writing, except changes in favor of the Retailer and changes that may, in accordance with applicable regulations, be amended and applied immediately and without prior consent of the Retailer.

If the Bank proposes amendments and supplements of provisions of the Framework Agreement, it shall submit proposal of such amendments and supplements to the User at least 2 (two) months before proposed date of application, and the Retailer may agree with such amendments even before proposed date of application.

It is deemed that the Retailer agrees with the proposal for the amendments and supplements to the Framework Agreement, if, prior to the date of application of the proposed amendments, it fails to notify the Bank that it does not agree with the proposal, on which the Bank shall inform the Retailer at the time proposal is submitted.

The Bank assumes, concurrently with the submission of the proposal for amendments and supplements to the Framework Agreement, to inform the Retailer of his right to terminate the Framework Agreement before the date of application of the proposed amendments, without paying any charges and other fees in case it does not accept the proposal.

6.2. Termination of the Framework Agreement

The Retailer will be entitled to terminate the Framework Agreement, at any point, with one month notice period, without any charges, by submitting a Request cancelling the instant payment service at PS.

The Retailer has the right to terminate the Agreement in other cases provided by the law which regulates contractual relations or by 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 law which regulates contractual relations or any other positive legislation and by submitting written notice to other contractual party.

In case of termination of the Framework Agreement, the Retailer undertakes to pay the fees to the Bank only for the instant payment service at PS and/or EPS, provided until the date of such termination, and if such fees are paid in advance, the Bank shall refund the proportionate amount of fees to the Retailer.

The Retailer may request for the provisions of the Agreement, which are not in accordance with information provided in the pre-contractual stage in accordance with the Law, and/or provisions relating to information on compulsory elements of the Agreement which have not been previously submitted – to be declared null and void.

Notwithstanding the specified cases, the Bank may unilaterally terminate the Framework Agreement, as follows:

- circumstances arise as set out by regulations and procedures on the prevention of money laundering and terrorism financing and action is taken in accordance with international sanctions to certain countries, based on which the Bank has the right or obligation to terminate its business relationship with the Retailer, including, among other things:
 - ❖ it is established that the Retailer is included on official terrorist and other negative lists, in accordance with domestic and international regulations on the prevention of money laundering and terrorism financing;
 - ❖ that the Retailer, at the request of the Bank, fails, within the provided or reasonable deadline, to submit its data, data on its real owners, its operations, the origin of its funds or nature/purpose of its business relationship with the Bank and/or the transaction it is carrying out through the Bank;
- If the Account of the Retailer has been inactive for 12 (twelve) consecutive months, which means there have 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.
- Should the Bank fail to deliver the notification on termination/cancellation of the Framework Agreement or request for the update of the data by registered mail at the address last provided by the Retailer, because the Retailer failed to inform the Bank in a timely manner of the change to the residential address and/or mailing address. The day of serving will be the date when PTT or other legal entity, specializing in delivery of registered parcels, for the first time confirmed that serving of the Bank's notification/request was attempted.
- In case the Retailer, who is not under the obligation, is not paying to the Bank the monthly fee for the use of the instant payment service at PS and/or EPS;
- If the Agreement on payment accounts and payment services for has been terminated.
- The Retailer provides the Bank with incorrect data, or false statements and documents important for the conclusion of this Framework Agreement and/or assessment of the Retailer's creditworthiness;
- The Retailer fails to meet any obligation undertaken by this Framework agreement even within 15 days of receiving a warning from the Bank;
- The Retailer fails to meet the obligation to the Bank after it requests the submission or establishment of additional collateral in the deadline specified by the Bank;
- if the Retailer is late with fulfilling any obligation towards the Bank under any other Agreement for more than 60 (sixty) days;
- Circumstances have arisen or are certain to arise that may negatively affect the Retailer's ability to orderly meet its contractual obligations, or if its creditworthiness deteriorates, including the deterioration of the Retailer's risk category according to the NBS regulation governing the classification of bank assets;
- The Retailer fails to notify the Bank within 3 days about the change of domicile and/or place of stay, change of first or last name, employer, contact information and other personal data it provided to the Bank (if possible in writing or directly to the responsible employee at the Bank, and in emergency cases by phone, with the mandatory confirmation of the information given);
- The contractual relationship considerably increases the reputational risk in the Bank's operations;
- The Retailer interferes with the work of employees and disturbs the Bank's operating processes by its actions at the Bank's offices;
- the Retailer does not observe its legal obligations to the Bank;

7. INFORMATION ON RETAILER PROTECTION

7.1. Retailer - Entrepreneur Protection

7.1.1. Right to complaint

The Retailer 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, the GTC for payment accounts and payment services, GTC for IPS on PM or good business customs related to such services or obligations under the Agreement concluded with the Retailer.

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

Complaints shall be submitted to the address of the Bank
Banca Intesa ad Beograd,
Customer Satisfaction Office,
Street: 7b Milentija Popovića Street, 11070 Novi Beograd
or by e-mail: kontakt@bancaintesa.rs

7.1.2. Right to file a complaint to the NBS

If the Bank fails to provide a response to the Retailer - entrepreneur within 15 (fifteen) days or if the Retailer - entrepreneur is not satisfied with the response – the Retailer - entrepreneur may, before initiation of the court proceedings and if they find that the Bank fails to comply with the provisions of the Agreement, GTC for payment accounts and payment services, GTC for IPS on PS, law and other regulations governing these services or good business customs related to such services or obligations under the Framework Agreement, file a complaint to the National Bank of Serbia.

The Retailer - entrepreneur may file a complaint within 6 (six) months from the date it receives a response or after expiry of the period for responding to complaint referred to in previous paragraph of this item.

The complaint is filed via the home page of the website of the National Bank of Serbia, by clicking on the text *File a complaint/objection to the work of the financial service provider* or at the mailing address: National Bank of Serbia, Department for Financial Consumer Protection, 17 Nemanjina Street, 11000 Belgrade or PO Box 712, 11000 Belgrade.

7.1.3. Out-of-court dispute settlement

If the Retailer - 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 Retailer-entrepreneur and the Bank may be settled in an out-of-court procedure – mediation procedure.

After the mediation procedure is initiated, the Retailer 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 agreement.

The period for filing a complaint shall not flow during the course of 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 the 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 NBS or other body or person authorized for mediation.

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

7.2. Retailer - Legal Entity Protection

7.2.1. Filing a complaint to the work of the Bank

The Retailer - 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 Retailer – 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 undertakes to consider the complaint and to supply the Retailer-legal entity with a written response to such complaint (hereinafter referred to as: Response) within 15 (fifteen) days from the date of reception of the complaint.

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 Retailer – 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 Retailer – legal entity, it has to be related to the subject of the complaint and contain assessment, if such complaint is grounded.

If the Bank assesses that the complaint is grounded, they shall notify the Retailer – legal entity on their assessment, and if the reasons causing complaint have been 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 Retailer – legal entity on their right to file a complaint to the National Bank of Serbia.

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

7.2.2. Actions of the National Bank of Serbia in terms of the proposal for mediation prior to filing the complaint

If the Retailer – legal entity is not satisfied with the response or the response has not been provided within the period provided, the dispute between the Retailer – 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 Retailer

If the Retailer – 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 state upon the allegations from the complaint within 8 (eight) days from the date the complaint is received, while, concurrently, notifying the Retailer – legal entity.

The Bank undertakes to state on the allegations presented in the complaint in written form and within the deadline that the National Bank of Serbia specifies in the notice, and which cannot be longer than 8 (eight) days from the date of reception of such notice, as well as to provide evidence confirming the allegations made in the statement.

Upon reception of the statement, i.e. upon expiry of the deadline, the National Bank of Serbia may request from the Bank additional statements, i.e. provision of relevant evidence within the deadline set in its request.

The National Bank of Serbia shall notify the Retailer – legal entity on their 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 the complaint is received.

If mediation procedure has been initiated, while the NBS acts on complaints of the Retailer – 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.

The National Bank of Serbia shall conduct the mediation procedure free of charge.

The complaint is filed via the home page of the website of the National Bank of Serbia, by clicking on the text *File a complaint/objection to the work of the financial service provider* or at the mailing address: National Bank of Serbia, Department for Financial Consumer Protection, 17 Nemanjina Street, 11000 Belgrade or PO Box 712, 11000 Belgrade.

8. CONFIDENTIALITY AND PROTECTION OF DATA ON PAYMENT SERVICES

8.1. Disposal of information

The Retailer explicitly agrees that the Bank, in accordance with positive legislation, has the right to forward the data from the Framework Agreement, Retailer data and data on the 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 Agreement and the 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 that sign the agreement on data confidentiality with the Bank, that are obliged, 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 and provisions of the Agreement, to destroy or erase confidential information in such way that it cannot be recovered and submit written confirmation on the matter.

8.2. Personal data protection

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

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

9. DELIVERY

9.1. Bank's deliveries to the Retailer

The Bank serves notices, reports and other written documents to the Retailer who established or intends to establish business relationship with the Bank at the address of its registered offices, registered mailing address, i.e. by email, SMS, SWIFT or fax messages or in any other appropriate manner which is in compliance with necessary requirements of providing complete and clear information, as well as confidentiality and secrecy and protection of Retailer's personal data.

Deliveries from paragraph 1 of this Article shall be performed by the Bank in line with the order or consent of the Retailer in accordance with last submitted data, that is, in line with data from relevant register kept by the Business Registers Agency."

Order or consent from the previous paragraph shall be given by the Retailer 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.

The Retailer shall notify the Bank within 3 (three) days on the change of data referring to the address, telephone numbers, fax and telefax devices, e-mail address and other contact data, the user of payment services submitted to the Bank for the purpose of servicing, as well as other data that impact, or may impact, proper servicing.

If the Retailer fails to act in the manner prescribed in the previous paragraphs, serving of notices conducted by the bank in accordance with available data shall be considered regular, and any obligations of the Bank to the Retailer 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 Retailer for service of notices.

In case the delivery of the notices for the Retailer, at the mailing address, i.e. address of the seat, in case the Retailer does not have a registered address for the reception of mail, by means of registered mail, for the purpose of the law governing postal services, was unsuccessful, it shall be deemed that the delivery of the mail was properly executed upon expiry of eight days from the date of second shipment of such mail, under the conditions that in between the two shipments, at least 15 (fifteen) days has passed.

Pursuant to regulations, these GTC for IPS on PS, nature and contents of acts being served, the Bank decides on the type of service to the Retailer, for each individual case, and in particular: by registered mail with or without a receipt notice, sending via email, fax, SMS or any other appropriate way.

The Bank may serve notices to the Retailer 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 Retailer's personal data.

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

9.2. Service of Notices by the payment service User to the Bank

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

Depending on the type of business, and in accordance with relevant regulations and agreements with the Retailer, the Bank may request that the Retailer submit certain documents and notices to the bank:

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

The Retailer will be bound to inform the Bank, in the manner referred to in the previous paragraph, of any status or other change registered with other authorities and organizations (except for the Business Registers Agency) as well as to undertake all legal actions required for the compliance of data in relation to its payment accounts, with this change – within three days from the date of reception of the decree on entry of the subject change.

10. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

The Bank shall be entitled to request from the Retailer data required to perform its obligations regarding prevention of money laundering and terrorism financing.

The Bank shall be entitled to defer or refuse to establish a business relationship with the Retailer, to terminate such business relationship or to defer or refuse to execute a transaction based on the Retailer's order or for the Retailer's account, if this is set out by regulations on the prevention of money laundering and terrorism financing.

The Bank may, without requiring consent, temporarily block the possibility of using its services and products, partially or fully, and the execution of transactions based on the Retailer's order or to the credit of the Retailer, if the Retailer, at the request of the Bank, fails, within the provided or reasonable deadline, to submit its data, data on its operations, the origin of its funds or nature/purpose of its business relationship with the Bank and/or the transaction it is carrying out through the Bank, whereby the Bank shall not be responsible for any damage the Retailer suffers because its transactions are not executed or because it cannot use the products or services.

11. AUTHORITY RESPONSIBLE FOR SUPERVISION OF THE BANK

The authority responsible for supervision of the Bank, as payment services provider, is:

National Bank of Serbia, 12 Kralja Petra Street, Belgrade or 17 Nemanjina Street, Belgrade.

12. COMING INTO FORCE

The GTC for IPS at the Retailer's point of sale shall enter into force on the date of its adoption, and shall be applied upon expiry of 15 (fifteenth) day from the date of its posting in the business premises of the Bank in which services are offered to the Retailer, i.e. on the Bank's website, but not before May 29, 2020.

President of the Board of Directors

Ignacio Jose Jaquotot Calvo