

Effective from 31.05.2021.

Pursuant to Article 73, paragraph 1, item 5 of the Law on Banks (Official Gazette of RS Nos 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. Beograd hereby adopts the following

**GENERAL OPERATING TERMS AND CONDITIONS OF
BANCA INTESA AD BEOGRAD
FOR SINGLE PAYMENT TRANSACTION**

1. INTRODUCTORY PROVISIONS

1.1 Contents of General Operating Terms and Conditions for single payment transaction

1) These General Operating Terms and Conditions for Single Payment Transaction (hereinafter referred to as: the GTC) Banca Intesa AD Beograd (hereinafter referred to as: the Bank), regulate the mutual rights and obligations of the Bank, individuals – consumers, farmers, entrepreneurs and legal entities, payment services users, as the payer in a single payment transaction (hereinafter referred to as: the User). The payment order for execution of single payment transactions means an agreement on single payment transaction between the User and the Bank (hereinafter referred to as: the Agreement).

2) Standard conditions for particular products and services of the Bank, as well as acts which regulate fees and other costs the Bank charges to Users are also considered the General Terms and Conditions of the Bank.

Bank:

Banca Intesa Akcionarsko Društvo Beograd
7b Milentija Popovića, 11070 Belgrade, Serbia,
BIC/SWIFT: DBDBRSBG
Company registration number: 07759231
TIN: 100001159
E-mail: kontakt@bancaintesa.rs

The authority responsible for supervision of operations of the Bank, as payment services provider, is:
National Bank of Serbia,
12 Kralja Petra I str or 17 Nemanjina str, 11000 Belgrade.

Terms used in the GTC have the following meaning:

- 1) **single payment transaction** means the execution of a specific payment transaction of placing funds, initiated by the payment service user, acting as the payer, , irrespective of any underlying obligations between the payer and the payee;
- 2) **payment order** means any instruction issued by the User, acting as the payer, to the Bank requesting execution of a payment transaction;
- 3) **payment account** means an account used for execution of payment transaction, maintained by the Bank for one payment service user;
- 4) **payment service user** means natural person, entrepreneur, farmer or legal entity that uses or was using payment service in the capacity of a payer and/or payee or has turned to the payment service provider in order to make use of such services;
- 5) **funds** means cash;

6) **cash** means banknotes and coins;

7) **business day** means a day, namely part of the day in which the Bank is open for business as required for the execution of payment transaction to the User;

8) **unique identifier** means a combination of letters, numbers and/or symbols assigned to the User by the Bank to be used in a payment transaction to unambiguously identify the respective User and /or its payment account;

9) **durable medium** means any instrument which enables the payment service user to store data intended thereto, in a way accessible for future reference for a period of time adequate to the purposes of the data and which allows for the unchanged reproduction of the data stored;

10) **domestic payment transaction** means a payment transaction in which the payer's payment service provider and payee's payment service provider provide the service within the territory of the Republic of Serbia;

11) **instant credit transfers (instant payments)** means domestic payment transactions, up to 300,000 RSD, presented in the IPS payment system in the manner and within the deadlines set forth by this GTC and the Daily Schedule

12) **framework agreement on single payment transactions** (hereinafter referred to as: the Framework Agreement) means the following set of documents:

- General Operating Terms and Conditions for Single Payment Transactions;
- Tariff of Fees for services of the Bank;
- Daily schedule for reception and execution of payment orders, which is integral to the GTC and
- Payment order.

The User has the right to receive one copy of the Framework Agreement in writing or any on any other durable medium, at its request.

1.2 Competence for adoption

General Operating Terms and Conditions of the bank and its amendments are adopted by the Board of Directors.

In between its two regular meetings, 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.

2. SCOPE OF APPLICATION OF THE AGREEMENT

General Operating Terms and Conditions for Single Payment Transaction are related to single payment transactions which include placing, i.e. payment of funds by the payer which does not have a transactional account with the Bank or uses the account with the Bank for such payment transaction, regardless of obligations under the agreement between the payer and the payee. Single payment transaction means a transaction requested by the User by issuance of payment order, requesting execution of payment transaction of placing funds (hereinafter referred to as: Payment Order) from the Bank, and the User does not have a payment account with the Bank or, if it has an account, it does not use it for execution of the single payment transaction.

3. PAYMENT ORDERS

Single payment transaction is defined by Payment Order. The Bank shall execute the Payment order submitted in paper form in business unit of the Bank. Pay-in order is used for single payment transactions.

The Bank executes received Payment Orders, including the instant credit transfers, in accordance with the Daily Schedule for reception and execution of payment orders.

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Payment orders received after time provided in the Daily Schedule for reception and execution of payment orders, shall be deemed received for execution on the next business day, except that the Bank, if possible, shall execute the Payment Order during the current business day.

The Bank shall execute a Payment Order if the following conditions are met:

- Payment order contains compulsory elements;
- Coverage for execution of complete order has been provided, which includes the amount of Bank's fees, calculated and charged in accordance with the Tariff of Fees for services of the Bank;
- Consent for execution provided in the agreed manner;
- There is no impediment for execution provided by law or any other regulation.

The User is liable for accuracy of all elements provided in the Payment Order. In case the User provided incorrect account number or any compulsory element of the Payment Order, the Bank is not liable for non-execution or incorrect execution of the Payment Order.

If in addition to the account number the User provided to the Bank any other information related to the payee, the Bank is liable for execution of the Payment Order only in accordance with the account number provided by the User.

The Bank shall provide all information on single payment transaction on the payment order to the User, i.e. the Bank shall provide information on the course of payment transaction to the User.

Compulsory elements of the Payment Order – pay-in order

Pay-in order shall contain the following elements:

- 1) name of the payer – compulsory element;
- 2) name of the payee – compulsory element;
- 3) number of the payee's payment account – compulsory element;
- 4) currency (RSD);
- 5) amount – compulsory element;
- 6) purpose of payment – compulsory element;
- 7) payment code – compulsory element;
- 8) reference number of the credit entry reference number;
- 9) credit entry reference number;
- 10) date and place of receipt – compulsory element;
- 11) value date;
- 12) payer's signature and seal (If the Payment Service user requested the use of seal).
- 13) mode of execution – urgent.

Payment order is issued in two copies, one of which is presented to the User by the Bank, and the other is kept by the Bank.

4. GIVING AND WITHDRAWING CONSENT FOR EXECUTION OF SINGLE PAYMENT TRANSACTION

The Bank shall execute payment transaction only if the User provided consent for its execution.

The User gives consent for execution of the payment transaction before its execution, in accordance with the GTC.

The User gives consent for execution of single payment transaction by taking actions and presenting forms of the Payment Order and, at the same time, submitting the cash amount required for execution of the Payment Order.

If the User does not give consent for execution of the payment transaction, as provided by this point, it shall be deemed that the Payment Order is not received.

The User may revoke the payment order at any time before it becomes irrevocable pursuant to the Daily Schedule for reception and execution of payment orders. The Payment Order becomes irrevocable if the Bank receives and executes it with internal payment operations or forwards the Payment Order to the interbank payment system.

In case when the payment transaction is initiated as the instant credit transfer (instant payment), and considering the manner of operation of the IPS payment system and the deadlines set for the execution of this sort of payment transactions, revocation is not possible, once the Bank generates an order within the IPS payment system.

5. INFORMATION FOR THE USER

Prior to the execution of the single payment transaction, the Bank shall provide the following information to the User:

- Data on unique identifier or any other data the User is obliged to provide for correct execution of the Payment Order;
- Deadline for execution of the payment transaction;
- Type and amount of all fees the Bank charges to the User, and if such fees are charged as aggregate fee – type and amount of each fee included in the aggregate fee.

The Bank shall provide information referred to in the previous paragraph of this point to the User, at its request, in paper form or on any other durable medium.

6. REFUSAL TO EXECUTE A PAYMENT ORDER

The Bank shall refuse to execute a payment order if the User submits to the Bank a payment order which does not contain all compulsory elements, or a payment order which has been corrected, crossed-off, deleted or modified in any other manner, or, does not comply with conditions provided by the GTC.

Apart from the aforementioned reasons, the Bank will refuse to execute the orders which are to be executed as instant credit transfers, should it receive a notification of refusal of execution by the IPS payment system.

The Bank shall notify the User on refusal to execute a payment order and, if possible, on reasons of refusal and procedure for correction of errors which are the reason for refusal, except otherwise provided by regulation.

7. LIABILITY AND EXCLUSION OF LIABILITY

The Bank is liable to the User:

- a) for execution of payment order without consent of the User;
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b) for non-execution or incorrect execution of payment transaction, which includes delayed execution, if so provided by regulations governing payment services and general regulations of liability for damages arising from breach of the Framework Agreement.

The Bank shall not be liable for non-execution and/or incorrect execution of payment transaction in the following cases:

- a) if payment order cannot be executed due to extraordinary events (extraordinary events, in particular, include: 1) natural disasters – earthquake, floods, storms, fire etc. 2) political events - hostilities, riots, armed conflicts, civil unrest and, in particular, changes of laws or adoption of decisions by government – both domestically and abroad, 3) events which prevent execution of payment transaction due to break in telecommunication connections, and any other events which cannot be attributed to the Bank);
- b) fraudulent activity of the User, which includes use of forged personal documents and data;
- c) if the User failed to notify the Bank without undue delay on non-execution or incorrect execution of payment transaction;
- d) changes of provisions of the regulations on anti-money laundering and terrorism financings or regulations on prevention of corruption and organized crime;
- e) implementation of any other regulations, if such implementation is obligatory. The abovementioned exclusion of liability is also applied in appropriate manner to execution of unauthorized payment transactions;

8. FEES AND COSTS

The user shall pay to the Bank for execution of single payment transaction in accordance with the Tariff of Fess for services of the Bank, immediately upon execution of single payment transaction. The User shall also pay any accrued costs immediately after execution of single payment transaction.

Any change of fees shall be timely published and made available to the User in the business premises of the Bank, and the Bank shall make these data on fees available on its website – www.bancaintesa.rs

9. COMPLAINTS

The Bank is responsible for resolving complaints related to payment order operations.

The User shall file the complaint, if any, in writing at the teller of the Bank's branch, on the appropriate form, by regular mail, at the website of the Bank, i.e. by email.

The final deadline for submission of complaints is 13 (thirteen) months from the transaction date.

10. CONFIDENTIALITY AND PROTECTION OF DATA ON PAYMENT SERVICES

Any personal data on the User, Payment orders, executed payment transactions, funds etc, shall be deemed banking secret and shall not be disclosed or made available to third parties.

The abovementioned data may be disclosed or made available or provided to third party only with prior consent of the User.

The abovementioned data shall also be provided to competent courts and government bodies, if they are authorized to request such data in accordance with applicable regulations.

The User explicitly agrees that the Bank, in accordance with positive legislation, 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 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 with which the Bank has concluded the Framework 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 and provisions of the Framework Agreement, destroy or erase confidential information in such way they cannot be recovered and submit written confirmation on the matter.

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 Framework 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.

11. PROTECTION OF RIGHTS AND INTERESTS OF THE USER – INDIVIDUAL, ENTREPRENEUR AND FARMER

Complaints of payment service users

The User has the right to file a written complaint to the Bank within three years from the date of alleged violation of its right or legal interest, if it finds that the Bank fails to comply with provisions of the Law, other regulations governing these services, general operating terms and conditions or good business customs in relation to these services or obligations under the Framework Agreement concluded with the User.

The Bank may not charge the complainant for fees or any other costs related to acting on complaint.

Complaints shall be submitted to Banca Intesa ad Beograd, Customer Satisfaction Office, 7b Milentija Popovića str, New Belgrade - 11070 or via email: kontakt@bancaintesa.rs

Complaint to the National Bank of Serbia

If the User is not satisfied with the response on complaint or if such response has not been provided within 15 days – the complainant may, before initiation of court proceedings, file a written complaint to the National Bank of Serbia, if it finds the Bank fails to comply with provisions of the Law, other regulations governing these services, general operating terms and conditions or good business customs in relation to these services or obligations under the Framework Agreement. The Complainant may file a complaint within six months from the date it receives a response or after expiration of the period provided in the paragraph 1 of this Article.

Complaint shall be submitted to the following address: the National Bank of Serbia, 12 Kralja Petra, Belgrade or 17 Nemanjina, Belgrade.

Out-of-court dispute settlement

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

After the mediation procedure is initiated, the User 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 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 deadline for its acceptance, which cannot be shorter than 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.

The mediation procedure before the NBS is free for the parties participating in the procedure.

12. PROTECTION OF RIGHTS AND INTERESTS OF USERS – LEGAL ENTITIES

Complaints related to Bank's operations

The 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 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 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 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 User – legal entity, and related to the subject of complaint and contain assessment if such complaint is grounded.

If the Bank assesses that the complaint is grounded, it shall notify the 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 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 User – legal entity related to acting on complaint.

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

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

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

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

The Bank shall make a statement regarding 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.

Upon receiving the aforementioned statements, 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 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 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 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.

The mediation procedure shall be administered by the National Bank of Serbia free of charge.

13. COMPETENT COURT AND GOVERNING LAW

Any possible disputes arising from or in relation to this Framework Agreement, the User and the Bank shall settle amicably, and if they fail to come to a mutual agreement, disputes shall be settled before the competent court in accordance with law if the User is an individual – consumer, farmer or entrepreneur, or before the court competent for the Bank's head office, if the User is a legal entity.

Provisions of applicable regulations of the Republic of Serbia shall apply to all matters not governed by the Framework Agreement.

14. CONCLUSION OF THE AGREEMENT

The user expresses its will to conclude the Agreement by taking any, each or all actions specified in point 4 of the GTC, which regulates issuance of consent (authorization) for execution of payment transaction.

Single payment transaction is deemed concluded at the time of expression of will (at the time it is announced) of the User in one of the following g manners: a) by submitting the Payment order form, b) by submitting any personal documents related to the (future) Payment order, c) by submitting cash amount, in any manner, related to the Payment Order.

Any action of giving consent for execution of payment transaction is at the same time expression of will for conclusion of the Agreement by accepting all its provisions.

15. TERMINATION OF THE FRAMEWORK AGREEMENT

The Bank may unilaterally terminate the Framework Agreement concluded with the User if one of the following conditions for termination materialises:

- the User provides the Bank with incorrect data, or false statements and documents important for the conclusion of this Framework Agreement and/or assessment of the User's creditworthiness;
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- the User fails to meet any obligation undertaken by this Framework Agreement even within 15 days of receiving a warning from the Bank;
- the User 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;
- the User is more than 60 days overdue in meeting any obligation to the Bank under any other agreement;
- circumstances have arisen or are certain to arise that may negatively affect the User's ability to orderly meet its contractual obligations, or if its creditworthiness deteriorates, including the deterioration of the User's risk category according to the NBS regulation governing the classification of bank assets;
- the User - entrepreneur, farmer or legal entity fails to notify the Bank within 3 (three) days, i.e. the User - individual 15 (fifteen) 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);
- 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 User, including, among other things:
 - it is established that the User 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;
 - the User, 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;
- the contractual relationship considerably increases the reputational risk in the Bank's operations (including, but not limited to, knowing that the User has committed a criminal act, that he is engaged in dishonest activities or his appearances in public statement are not in accordance with the principles of discrimination prohibition, promotion of equality and respect for human and minority rights);
- the User interferes with the work of employees and disturbs the Bank's operating processes by its actions at the Bank's offices;
- the User does not observe its legal obligations to the Bank.

16. LANGUAGE AND CONTACT ADDRESS

Any communication between the Bank and the User related to rights and obligations under the Framework Agreement shall be in Serbian language. This does not exclude other languages, all in accordance with good banking practices.

All relevant data (fees and other) related to execution of single payment transaction, as well as addresses for communication with the Bank, are available to the User at the following address – www.bancaintesa.rs.

17. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

The Bank shall be entitled to request from the User 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 User, to terminate such business relationship or to defer or refuse to execute a transaction based on the



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User's order or for the User'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 User's order or to the credit of the User, if the User, 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 User suffers because its transactions are not executed or because it cannot use the products or services.

18. COMING INTO FORCE

These General Terms and Conditions shall apply no earlier 15 (fifteen) days from the date of their publication, by displaying them at visible location in Bank's branches and the Bank's website, including the possibility of displaying acts in electronic form on public screens at the Bank's branches.

President of the Board of Directors

Ignacio Jose Jaquotot Calvo