

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 Managing Board of Banca Intesa ad Beograd, adopted the following

**GENERAL OPERATING TERMS AND CONDITIONS OF
BANCA INTESA AD BEOGRAD
FOR PAYMENT ACCOUNTS AND PAYMENT SERVICES FOR USERS**

1. INTRODUCTORY PROVISIONS

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

These General Operating Terms and Conditions for payment accounts and payment services for Users (hereinafter referred to as: the GTC), regulate conditions under which Banca Intesa AD Beograd (hereinafter referred to as: the Bank) provides payment services to individuals – Users (hereinafter referred to as: User), the manner in which such services are provided, as well as conditions for opening and maintaining of payment accounts.

Standard conditions of 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 Operating Terms and Conditions of the Bank.

When opening the payment account the User and the Bank conclude the Framework Agreement on payment account (hereinafter referred to as: the Framework Agreement), which contains:

- Request for account opening,
- General Operating Terms and Conditions of Banca Intesa AD for payment accounts and payment services for Users,
- Excerpt from Tariff of Fees for services of Banca Intesa AD Beograd – fees for individuals (hereinafter referred to as: the Excerpt from Tariff of Fees),
- Daily schedule for reception and execution of payment orders of individuals and farmers, which is integral to the GTC.
- General operating terms and conditions of Banca Intesa AD Beograd for debit cards for individuals (hereinafter referred to as: GTC for debit cards)(in case of use of certain debit cards)
- Conditions for use of debit cards (only in case of use of Visa Platinum and Visa Infinite debit cards),
- Agreement on appropriate payment account (hereinafter referred to as: the Agreement)

Terms use in the General Terms and Conditions have the following meaning:

1) Bank:

Banca Intesa Akcionarsko Društvo Beograd
7b Milentija Popovića, 11070 Belgrade, Serbia (hereinafter referred to as: the Bank),
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.

BANCA INTESA AD BEOGRAD

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

- 2) Payment transaction** means an act, initiated by the User, acting as the payer or the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;
- 3) Payment order** means any instruction issued by the User, acting as the payer or the payee, to the Bank requesting the execution of a payment transaction;
- 4) Payment account** means an account used for the execution of payment transactions, maintained by the Bank (hereinafter referred to as: the Account);
- 5) Payment instrument** means any personalized device and/or set of procedures agreed between the User and the Bank, which is used by the User to issue a payment order;
- 6) Payment instrument used for payment of small amounts** means a payment instrument which, in accordance with the agreement concluded between the User and the Bank, exclusively used for execution of one-off payment transaction up to the amount of 3.000 dinars or with total spending limit up to 15.000 dinars or total value of funds placed on such payment account is not at any time higher than 15.000 dinars;
- 7) Payment service user** means individuals that uses or was using a payment service in the capacity of a payer and/or payee or has turned to the payment service provider in order to make use of such services;
- 8) Payer** means natural or legal person that issues a payment order from their payment account or gives consent to execute a payment transaction based on the payment order issued by payee, or, if there is no payment account, a natural or legal person that issues a payment order;
- 9) Payee** means a natural or legal person designated as the recipient of funds subject to a payment transaction;
- 10) User** means an individual which signs the agreement on payment services or agreement related to electronic money for the purposes other than their business or commercial activity;
- 11) Personal ID document** used by the Bank to identify the User; in accordance with positive regulations
- 12) Resident** means a natural person residing in the Republic of Srebia, except for a natural person holding a temporary residence abroad for over a year, as well as a natural person – foreign citizen residing in the Republic based on a residence permit, i.e. work visa for over a year, except for diplomatic-consular representatives of foreign countries and members of their families;
- 13) Non-residents** means all persons that are not listed in the previous point of this article;
- 14) Minor – child** means a natural person under the age of 18 and which still is not fully capable of work;
- 15) Funds** means cash and scriptural money;
- 16) Cash** means banknotes and coins;
- 17) 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, as a payment service user;
- 18) Value date** means a reference date, i.e. reference time used by the Bank for the calculation of interest on funds debited from or credited to a payment account;
- 19) Reference exchange rate** means the exchange rate used to calculate any currency exchange, which made available by the Bank or which comes from publicly available sources;
- 20) Reference interest rate** means a rate based on which interest is calculated and which is publicly available and determined independently of will of the User and the Bank that concluded the agreement;
- 21) 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 their payment account;
- 22) Means of distance communication** refers to any means which, without the simultaneous physical presence of the Bank and the payment service user, may be used for the conclusion of the Agreement;
- 23) Durable medium** means any instrument which enables the payment service user to store data addressed personally to it 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;
- 24) 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;

25) International payment transaction means a payment transaction in which one service provider provides service in the territory of the Republic of Serbia, and the other payment service provider in the territory of a third country, as well as a payment transaction in which the same payment service provider provides the service in the territory of the Republic of Serbia for one payment service user, and in the territory of the third country for the same or any other payment service user;

26) Third country – by the day of the Republic of Serbia's accession to the European Union, the third country means any foreign country, and after that date – the country which is not a member state;

27) Payment system means a system for the transfer of funds between its participants with written and standardized procedures and rules for the processing, netting and/or settlement of transfer orders, applied to all participants in the system;

28) Single register of accounts of the National Bank of Serbia means a single register of current and other accounts of legal persons, entrepreneurs and consumers maintained in electronic form by the National Bank of Serbia which prescribes detailed conditions and manner of maintaining the Single register of accounts, manner of providing data kept in the register, as well as access to such data. Banks and other parties which, in accordance with law, maintain current and other accounts of natural and legal persons are obliged to regularly submit data to the National Bank of Serbia on such accounts and are liable for correctness of such data;

29) Card means payment instrument issued by Banca Intesa AD Beograd at the request of the User, and based on the agreement with payment card association which owns the debit card brand;

30) IBAN (International Bank Account Number) – international standard for identification of bank accounts;

31) Standing order means an instruction of the payer to the Bank for periodical execution of one or more payment transactions (usually fixed amount), where standing order is not an instruction of the payee;

32) Direct debit means a payment service where a payee, based on the payer's consent, initiates a payment transaction to debit the payer's payment account. The payer may give such consent to the payee, their payment service provider or payee's payment service provider;

33) Money order means execution service in which the Bank receives funds from the payer without opening payment account for the payer or the payee, exclusively to make these funds available to the payee or to transfer such funds to the payee's payment service provider, which makes them available to the payee;

34) Balance – amount of funds on the Payment Account;

35) Available funds on the Payment account means account balance plus the amount of authorized overdraft and reduced for any provisions to the Payment Account;

36) The application form is a set of personal and address data about the User, which the User is authorized to provide directly to the Bank in the premises of the Bank, in writing, verbally through the Contact Center of the Bank, or via the application of the Bank for Electronic or Mobile Banking

37) Legal stay in the Republic of Serbia means the residence of a natural person in the Republic of Serbia in accordance with the regulations governing the residence and residence of citizens, that is, stay of aliens in accordance with the law on aliens, including a foreigner residing in the Republic of Serbia in accordance with the laws regulate asylum and refugees or on the basis of an international treaty;

38) Credit Transfer is a payment service where the payer initiates the execution of one or more payment transactions with his payment service provider, including the execution of a standing order.

39) IPS payment system means a payment system operated by the National Bank of Serbia and used for the funds transfer in dinars between participants in that system in order to perform instant credit transfer .

40) Instant credit transfer is a domestic payment transaction in RSD up to the amount of 300,000 dinars that is executed in the IPS payment system in the manner and within the deadlines set forth in this GTC and the Schedule.

41) Self-service electronic device is intended for the execution of payment transactions, payment of goods and/or services and payment of cash in dinars (or in euros on the device on which it is enabled), on which transactions are performed by using card and with user's identification on the manner determined by the device itself.

42) POS (Point of Sale) terminal –an electronic device used to accept debit cards at the point of sale;

43) ATM device (cash machine) – electronic device intended for execution of payment transactions for withdrawal and payment of cash in dinars and in euros on the device on which it is enabled, checking the

balance on the User's account and other services that the Bank provides or would provide in the future through the stated device;

44) FATKA agreement - Law on Ratification of the Agreement between the Government of the Republic of Serbia and the Government of the United States of America, with the aim to improve the compliance of tax regulations at the international level and the FATKA regulations application.

The User has the right on one copy of the Framework Agreement in written or on some other permanent data carrier, as well as the right to be provided, on his request, with a copy of the Framework Agreement, ie information delivered in the pre-contractual phase, in the form of Draft contract, in a way that will enable the User to get acquainted with the conditions related to the provision of payment services, as well as to compare the offers of different payment service providers and to assess whether these conditions and services meet his needs.

1.2. Competence for adoption of GTC

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

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

1.3. Relation between the Agreement and the GTC

In case of any discrepancy between the concluded Agreement and the GTC relations between the Bank and the payment service user shall be primarily governed by the provisions of the concluded Agreement, and then by the provisions of the GTC.

2. CONDITIONS FOR PAYMENT SERVICES USE

2.1. Opening and maintaining the payment account

2.1.1. Account opening

The Bank opens the Account for the User (resident and non-resident) based on the Request for account opening, personal document, documentation prescribed by legal regulations, documentations required by the Bank, documentation which regulates anti-money laundering and terrorism financing and concluded Agreement on opening, maintaining and closing the account.

The Bank may open the Payment Account to the User based on the Decision of competent body.

The Bank may open the Account for and in behalf of the User based on the power of attorney (authorization), certified and in form prescribed by the law, given to authorized person and allow such person to dispose with the account funds.

The User may, at the time of account opening or subsequently, authorize other persons to dispose with funds on their Account by appropriate authorization, which by its form, contents and in all other details must be in full compliance with requirements of the Bank and legal regulations. The User shall familiarize any authorized person with contents of the GTC and all documents which comprise the Agreement.

Authorization to the Account is revoked in the following cases and in the following manner: by expiration of one business day after reception of statement/certificate of written revocation issued by the User or Authorize Person, by closing the Account, by submitting a certificate on loss of work ability, i.e. death certificate for deceased User/Authorized person.

Starting from the date on which Authorization has ceased to be valid, the Authorized Person is no longer authorized to dispose with account funds, nor take any other actions or receive any other information and shall immediately return the Card and other assets provided for use, if any.

The Bank reserves the right to refuse to open the Account and in that case it shall allow the User to collect documents submitted for such purpose to the Bank, while keeping a copy thereof.

The User is liable for truthfulness and completeness of all data based on which the Bank has opened and maintains the Account.

The User shall indemnify the Bank for any damages, loss or expenses arising as a consequence of provision of untrue and/or incomplete data to the Bank.

The Bank keeps data on opened Accounts in database, and submits them, in accordance with legal regulations, to the Single register of accounts with the National Bank of Serbia.

2.1.2. Types of payment account

Payment account is used for execution of payment transactions and other purpose related to services the Bank provides to the User. Payment account may be current or other payment account (dinar, foreign currency or purposed).

The Bank opens the following types of current accounts and other payment accounts:

1. Payment account with basic services,
2. Intesa Hit payment account,
3. Intesa Hit Plus payment account,
4. Intesa Magnifica payment account,
5. Dinar a vista payment account for residents,
6. Dinar a vista payment account for non-residents,
7. Foreign currency payment account for residents,
8. Foreign currency payment account for non-residents
9. Purposed Securities Account¹.

1. Payment account with basic services - dinar account for residents and non-residents is an account opened by the Bank to the User who has legal residence in the Republic of Serbia for performing payment transactions. The Bank allows the user to use the following services:

- a) Debit card,
- b) Electronic and mobile banking, except for performing dinar payment orders by non-resident User,
- c) Standing order (only for residents) and
- d) Cheques (only for residents).

A payment account with basic services can be used to receive salaries / pensions or payments on other bases. The Bank may refuse to open a payment account with the basic services to the User in case if it verifies with the other bank that the User already has a payment account, which includes the use of the aforementioned payment services.

2. Intesa Hit payment account – current account in the currency RSD that is opened only to residents and most often used to receive regular monthly payments based on earnings - pensions or for occasional payments with which the User receives additional services, as follows:

- a) Debit card,
- b) Additional health insurance policy for owners of Intesa Hit payment account and members of close family (defined by the Insurance conditions),
- c) Possibility of buying and selling foreign currency in EUR by favorable exchange rate using electronic and mobile banking applications.

The User may contract with the Bank additional services related to the stated account, as follows:

- a) Overdraft,
- b) Credit cards,

¹ Dinar and foreign currency accounts for the purchase and sale of Securities which the Bank opens do not apply the provisions of these GTC, but specific contractual provisions defined by the Agreement on opening a dedicated account for Securities. The Bank charges the fees for the performed services based on the Tariff of fees.

- c) Cheques,
- d) Electronic and mobile banking and
- e) Standing order.

3. Intesa Hit Plus payment account – current account in the currency RSD that is opened to residents and most often used to receive regular monthly payments based on earnings/pensions or for occasional payments with which the User receives additional services, as follows:

- a) Debit card,
- b) Additional health insurance policy for owners of Intesa Hit Plus payment account and members of close family (defined by the Insurance conditions),
- c) Possibility of buying and selling foreign currency in EUR by favorable exchange rate using electronic and mobile banking applications.

The User may contract with the Bank additional services related to the stated account, as follows:

- a) Overdraft,
- b) Credit cards,
- c) FX payment account in currency EUR without special fee,
- d) Debit card linked to the FX payment account from the item c),
- e) Cheques,
- f) Electronic and mobile banking and
- g) Standing order.

4. Intesa Magnifica payment account – current account in the currency RSD that is opened to residents and most often used to receive regular monthly payments based on earnings/pensions or for occasional payments with which the User receives additional services, as follows:

- a) Debit card,
- b) Additional health insurance policy for owners of Intesa Magnifica payment account and members of close family (defined by the Insurance conditions),
- c) Possibility of buying and selling foreign currency in EUR by favorable exchange rate using electronic and mobile banking applications.

The User may contract with the Bank additional services related to the stated account, as follows:

- a) Overdraft,
- b) Credit cards,
- c) FX payment account in currency EUR without special fee,
- d) Debit card linked to the FX payment account from the item c),
- e) Cheques,
- f) Electronic and mobile banking and
- g) Standing order.

In order to open a Payment Account with basic services/Intesa Hit/ Intesa Hit Plus/Intesa Magnifica payment account, the User pays a fee for obtaining Credit Bureau report. The User of Payment account with basic services is obliged to submit solo bill of exchange, in case of cheques approval. The user of Intesa Hit/Intesa Hit Plus/Intesa Magnifica payment account is obliged to submit signed solo bill of exchange, in case of overdraft or cheques approval (the User submits only one solo bill of exchange at the first approval of one of the two listed products).The User shall be obliged to submit to the Bank a new solo bill of exchange, if the Bank has activated the already submitted User's bill of exchange.

If the User has several payment accounts with the Bank that have the possibility of issuing checks and overdraft using, the Bank may provide the above services only in connection with one payment account. If the User is approved to use the debit card payment service in installments, the Bank will not allow the User to use cheques.

The User has the right to submit a request to change the type of account at any time in the Bank's branch.

In addition to the above listed types of current accounts, the Bank opens the following types of other payment accounts, as follows:

5. **Dinars a vista payment account for residents** - account for performing payment transactions. The User of this Account on the request may contract with the Bank additional services related to the stated account, as follows:
 - a) Debit card
 - b) Electronic and mobile banking and
 - c) Standing order.

6. **Dinars a vista payment account for non-residents**- account for performing payment transactions in the country. The User of this Account on the request may contract with the Bank additional services related to the stated account, as follows:
 - a) Debit card,
 - b) Electronic and mobile banking, through which the User can perform only a payment order in dinars for the payment of obligations based on utilities, telecommunications and similar services in the amount not exceeding 60,000.00 dinars per transaction.

7. **Foreign currency account for residents** - account for performing payment transactions both domestically and abroad which can be opened in one of the following currencies: AUD, CAD, DKK, JPY, NOK, SEK, GBP, USD, EUR and RUB. The User may contract with the Bank on additional services related to the account, such as:
 - a) Debit card,
 - b) Electronic and mobile banking and
 - c) Standing order.

8. **Foreign currency account for non-residents** - account for performing payment transactions in the country and abroad, which can be opened in one of the following currencies: AUD, CAD, DKK, JPY, NOK, SEK, GBP, USD, EUR and RUB. The User may contract with the Bank additional services related to the stated account, as follows:
 - a) Debit card,
 - b) Electronic and mobile banking and
 - c) Standing order.

The Bank charges the fees for the performed services according to the Excerpt from the Tariff with the automatic debit of the User's account.

2.1.3. Amount of insured deposit

The Bank participates in the system of statutory deposit insurance established in the Republic of Serbia.

Deposit is insured by the Deposit Insurance Agency (hereinafter referred to as: the Agency) up to the amount of EUR 50.000,00 per User of the Bank, which includes the following deposits:

1. Insured dinar deposits – in dinar equivalent at the official average dinar exchange rate applicable on the date of initiation of bankruptcy, i.e. liquidation proceedings against the Bank,
2. Insured foreign currency deposits denominated in euro,
3. Insured foreign currency deposits denominated in other currencies (other than euro) – in the equivalent of the currency in which these deposits are denominated, at the euro exchange rate to that currency, calculated at the official average exchange rate of dinar to euro and official average exchange rate of dinar to that currency, on the date of the decision on initiation of bankruptcy or liquidation proceedings against the Bank;

and all in accordance with the Law on Deposit Insurance, and other applicable and relevant regulations.

The User confirms, by statement given in prescribed form, that they have been informed on basics of deposit insurance, as well as that they have received free brochure of the Agency.

Detailed information on basics of deposit insurance are available to the User at the website of the Agency: (<http://www.aod.rs/>) or the User may follow the link on the website of the Bank: <http://www.bancaintesa.rs.>, which takes the User directly to the website of the Agency.

2.2. Interest and expenses of unauthorized overdraft

In case of unallowed negative balance on the account, the Bank shall charge legal default interest calculated by proportional method, in accordance with the law which regulates the amount and method for calculation of default interest, if it is higher than the interest defined by the overdraft agreement.

2.3. Types of payment services

Payment services include:

1. Services enabling cash payments on a Payment account, as well as all services required for opening, maintaining and closing the account;
2. Service enabling cash withdrawals from payment account, as well as all services required for opening, maintaining and closing the account;
3. Fund transfers from/to a payment account, in one of the following ways:
 - a) Credit transfers,
 - b) Instant credit transfer
 - c) Direct debit, including one-off direct debits,
 - d) Using a payment card or similar means;
4. Execution of payment transactions where funds are covered by loan granted to the payment service users, in one of the following ways:
 - a) Credit transfers,
 - b) Direct debit, including one-off direct debits,
 - c) Using a payment card or similar means.

2.4. General conditions under which the Bank provides payment services

The Bank provides payment services in accordance with the provisions of the Law on Payment services regulating domestic payment transactions executed in dinars and currency of third country, as well as international payment transactions, regardless of the payment currency.

Depending on the type of the Account, payments may be received to:

- dinar accounts – dinar cash payments (at Bank's teller and/or at self-service and ATM devices where this service is enabled) or transfer from other accounts with the Bank or at order of other participants in payment operations;
- foreign currency accounts – in foreign cash (at Bank's tellers and/or at self-service and ATM devices where this service is enabled) or in foreign currency (inflow from loro money order, collection of loro cheque or transfer from foreign currency account with another bank).

In cases when cash is paid through a self-service or ATM devices, the transaction is allowed within the limit defined by the Law on prevention of money laundering and terrorist financing, depending on the technical capacity of the device itself. If payment is posted to the account of the User due to mistake of the Bank, the Bank may cancel such post without specific order and consent of the User.

In cases when the payment of cash is made through a self-service or ATM device, the Bank has the right to pay the difference to the payment account of the User, or to debit it for the amount of the determined difference in values, with notifying the payment service User:

1. on determined differences and their amounts,
2. on the basis of the difference in the determined values (counterfeit, damaged banknotes, banknotes out of circulation, etc.)

In addition to the notification, the Bank is obliged to submit to the User a record of the performed counting and control with all the essential elements of the determined deviation, which can be submitted in electronic form. The record must always be signed by the members of the commission that performed the counting.

In the event that the subsequent control determines that in the paid cash, which payment was made through a self-service or ATM device, there are banknotes for which there is a reasonable suspicion that they are counterfeit, the Bank will notify, in addition to the User and the competent state authority and debit this amount from the User's account, until the end of the procedure. For counterfeit banknotes, the Bank will provide the User with a copy of the results of the NBS expertise.

Account owner and authorized representative may dispose with funds on the account up to the amount of available balance.

Funds may be disposed:

- In dinars – cash or non-cash transfer of funds;
- In foreign currency – pay-in, pay-out or transfer, in accordance with law;
- In foreign cash – pay-in, pay-out, payment and withdrawal, in accordance with law.

The Bank shall always ask the User to provide clear and strict instructions (orders) for execution of payment, both domestically or abroad, which shall be in writing and with specified purpose of payment, i.e. basis for collection, payment or transfer, as well as submission of prescribed documents.

The Bank executes payment order after detailed inspection of the User's order authenticity (check of availability of funds required for execution, check if the payment order contains all data, purpose of payment, as well as pay-in and pay-out purpose, and inspection of submitted documents provided in accordance with relevant regulations, etc).

The User agrees that the Bank immediately suspends 30% of the FX inflow which is subject of suspension under the FATKA agreement and after 90 days returns the amount to the bank from which the inflow is received - in case that FATKA status of the client is not determined before or within 90 days of receipt of inflow or that the Bank is aware of, or has reason to believe, that a personal statement or other documentation relating to the account has become incorrect or unreliable, whereby inflows subject to suspension:

- consider inflows that originate from the USA and include every interest payments (including all discounts on original emissions), dividends, rents, salaries, wages, premiums, annuities, compensation, remuneration, earnings, and other fixed or identifiable annual or periodic gains, profits, and income, but
- do not consider any payments received based on the sale of goods and non-financial services.

The Bank is obliged to inform the User without delay about the suspension of part of the FX inflow from the previous paragraph, as well as the conditions under which the inflow can be released (data and documentation required to submit to the Bank, manner and deadline).

The Bank may execute cash and non-cash payment instruments even when they do not contain all compulsory elements, if it determines that the elements provided are sufficient for execution.

The Bank shall not execute payment order which does not contain all compulsory elements, ie. in case of noncompliance of data which disables execution of the order.

2.5. Disposal with account funds by payment order

The user disposes with account funds exclusively by issuing payment orders within available balance.

The User may issue payment order in one of the following ways:

- In paper form,
- Via electronic banking, mobile banking and other devices,
- Through ATM and POS device.

Pay-in, pay-out and transfer order in paper form consists of two copies. The Bank shall certify one copy and return it to the User to confirm that the order has been received.

Confirmation of executed order is issued by the Bank to the User, on his request.

2.6. Unique identifier

The Bank assigns a Unique Identifier at the date of Agreement, and the User shall specify the Unique identifier for correct execution of payment order, which is used to identify the Account Owner.

The order is deemed correctly executed to the payee if correct Unique Identifier of the payee has been provided.

The Bank is not liable for non-execute or incorrectly execute payment transaction, if the User submitted payment order with incorrect Unique Identifier of the payee. In this Case the User may request the Bank to provide the information on the course of payment transaction funds.

If the bank, due to incorrect Unique Identifier, cannot transfer received funds to the payee's account, the Bank shall refund the funds received to the User.

2.7. Form and manner of giving and withdrawing the consent

The bank shall execute payment order of the User, based on its consent:

- a) If the order is submitted on prescribed paper form or any other durable medium;
- b) If the order is correctly filled in – prescribed form is filled in eligibly and contains all necessary data;
- c) If the User provider sufficient funds for execution of the order, including bank fees calculated and charged in accordance with the Excerpt from Tariff of Fees;
- d) If there is no legal impediment to the execution.

If certain regulations provide that specific personal identification document or specific data is required for execution o payment order, the Bank shall execute payment order only if such identification documents or data are submitted, i.e. presented in prescribed form.

Consent for execution of pay-in, pay-out and transfer orders submitted to the Bank in paper form is given by signature of the User, i.e. person authorized for disposal with account funds.

Payment transactions for which consent is given in the abovementioned manner are considered authorized and approved payment transactions, so it is understood that payment order for execution of such authorized/approved payment transaction is issued by payment service user. It is deemed that payment transaction is authorized/approved and that the Bank acted with due diligence until the User proves the opposite.

The Bank may debit the account or charge current and other payment accounts of the user without their consent based on the orders of competent state authorities in accordance with relevant regulations e.g. court decisions, enforcement officer decision, etc.).

2.7.1. Refusal to execute a payment order

The Bank may refuse to execute a payment order if the User submits to the Bank a payment order which does not include all compulsory elements, or order which has been corrected, crossed-off, deleted or modified in any other manner, or not filled in in accordance with regulations on payment of public income, there are no funds in the account to execute the payment transaction, the account is blocked or the order does not comply with the conditions of execution provided by the GTC.

Except for the above reasons, the Bank shall refuse to execute the instant transfer of the authorization and if it receives a notice of refusal to execute in the IPS payment system.

The Bank may refuse to execute payment orders if conditions from the paragraph 1.and 2. of this point are not met and notify the User in the manner selected in the Application Form (in branches of the Bank, by phone, electronic or mobile banking, email or SMS) on reasons for refusal and on reasons for refusal during the same business day, immediately in the case of a refusal to instant transfer of the authorization or during the same business day for other transactions, transactions except notification is prohibited by regulations.

2.7.2. Revocation of payment order

The User – payer, may revoke a payment order submitted on the prescribed form in paper by submitting to the Bank an application for revocation in writing or electronically, which must contain compulsory elements based on which payment order being revoked shall be identified.

The User – payer may revoke a payment order submitted on the prescribed form in paper before it is executed, i.e. before it is sent to the payment system for interbank and international payment, except if the revocation of this order may cause disproportionate costs or require too many resources, which the Bank will decide on.

When the payment transaction is initiated as an instant credit transfer, and with regard to the way IPS payment system functions and the deadlines for execution of this type of payment transactions, a recall is not possible after the Bank created an order in the IPS payment system.

If the payment transaction is initiated by the recipient of payment or the payer via the recipient of payment – the payer cannot revoke the payment order after issuing the payment order or giving consent to the execution of the payment transaction for the recipient of payment.

In exceptional circumstances, if the payment transaction is initiated by the recipient of payment by direct debit, the payer may revoke the payment order of the recipient of payment by the end of the business day that precedes the day specified for debiting the payer's payment account.

2.8. Time of reception and execution of payment order

The received payment orders, including instant credit transfer, are executed by the Bank in accordance with Schedule, if the conditions from item 2.7 are fulfilled of these GTC.

Payment orders that are not executed through the IPS payment system, received after the time specified in the Schedule, will be deemed to be received for execution on the next business day, with the Bank, if possible, executing a payment order in the current business day.

3. INFORMATION AND DATA ON INTEREST RATES AND CURRENCY EXCHANGE RATE

The Bank do not calculate nor pay interest on funds on payment accounts.

The Bank executed payment order in the currency specified in the order.

The Framework Agreement may define that change of interest rate or currency exchange rate may be applied immediately and without prior notice to the User, if they are based on changes of agreed reference interest rate or reference exchange rate. If interest rate or currency exchange rate is change in favour of the User, such changes may be applied immediately and without prior notice to the User. The Banks shall notify the User on such changes in writing and without undue delay, on paper or any other durable medium.

Bank's Exchange rate list will be available in the Bank's business premises and on Bank's website.

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

Any communication between the Bank and the User 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 payment services user, all in accordance with good banking practices.

Information and notices shall be served in writing or 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.

The User has the right to request a copy of the Agreement, at any time during the term of the Agreement, except if it is contrary to provisions of the Agreement or incompatible with type of product/service.

Once a month, the Bank is obliged to submit to the User on paper or any other durable medium, depending on agreed channel, a Statement on executed payment transactions which contains the following information:

1. Reference mark or other data which allow the User to identify particular payment transaction and information related to the payee;
2. Amount of payment transaction in currency in which the User's payment account is debited or in currency the payer specified in the payment order;
3. Any fees charged to the User for execution of a payment transaction, and if the Bank charges fees as aggregate fee – type and amount of every fee which is included in aggregate fee;
4. In case of currency conversion – reference exchange rate, as well as the amount of payment transaction after currency conversion;
5. Debit date of payment account, i.e. date of reception of payment order.

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

5.1. Procedure in case of loss, theft or fraudulent use of payment instrument

The user shall use the payment instrument under prescribed, i.e. agreed terms, which regulate issuance and use of the instrument.

In particular, the User shall, immediately after collection of payment instrument, take all reasonable and appropriate measures to protect personalized security elements of the instrument (e.g. personal identification number).

The User shall notify the bank or person appointed by the Bank immediately after becoming aware of loss, theft or fraudulent use of payment instrument.

5.2. Liability of the payer for unauthorized payment transaction

The User bears losses arising from execution of unauthorized payment transaction up to the amount of 3.000 RSD, if such transactions result from:

- use of lost or stolen payment instrument, or
- fraudulent use of payment instrument, since the User failed to keep their personalized security elements safe.

The User shall not bear losses arising from unauthorized payment transactions executed after he/she reported lost, stolen or fraudulently used payment instrument to the Bank, except if such losses are result of fraudulent actions of the User.

5.3. Liability of the Bank for non-executed or incorrectly executed and unauthorized payment transactions

The Bank shall be liable for non-executed or incorrectly executed and unauthorized payment transactions and, in accordance with the law, it shall immediately after becoming aware of such transaction refund the amount of the transaction to the User, i.e. to restore the User's payment account to the state it would have been had the unauthorized executed transaction not taken place, along with fees charged for execution of the payment transaction, except if the User requested correct execution of payment transaction.

If the User claims that they have not authorized executed payment transaction or that payment transaction has not been executed or correctly executed, the Bank shall prove that the payment transaction disputed by the user has been properly recorded and posted, as well as that its execution has not been affected by any technical issue or other failure.

The Bank shall refund the amount of non-executed or incorrectly executed and unauthorized payment transaction to the User or provide correct execution of payment transaction, if the User reported non-executed or incorrectly executed and unauthorized payment transaction to the Bank, i.e. if the User requests correct execution of payment transaction, immediately after becoming aware of the payment transaction, provided that such notification, i.e. such request is submitted within 13 (thirteen) months from debit date.

If the Bank failed to provide information about payment transaction to the User, the Bank is liable for non-executed or incorrectly executed and unauthorized payment transaction and shall refund the amount to the User even after provided period of 13 (thirteen) months has expired, if the User notifies it on non-executed or incorrectly executed and unauthorized payment transaction immediately after they have become aware of the transaction.

Provisions from paragraph 1 and 2 of this point shall not apply to liability of the Bank and the User related to execution of payment transaction in the event of force majeure which prevented performance of obligations provided by the Law on Payment Services or by any other law.

5.4. Refunds for authorized and correctly executed payment transactions

The Bank shall refund the User, at his request, the full amount of authorized and correctly executed payment transaction (hereinafter referred to as: Refund request) initiated by the payee or the User through the payee, if the following conditions are met:

1. the User's authorization for execution of a payment transactions does not specify the exact amount of the payment transaction;
2. the amount of payment transaction exceeds the amount the User could reasonably have expected taking into account their previous spending pattern, the conditions of the Framework Agreement and circumstances of particular case.

The User is obliged to provide evidence about facts relating to fulfilment of conditions from the paragraph 1 of this point, and the User cannot refer to the condition under paragraph 1, item 2 of this point, if increased amount of the payment transaction was result of currency conversion at the agreed reference exchange rate.

The User may submit a request for refund within 56 (fifty six) days from the debit date, and the Bank shall refund the full amount of the payment transaction to the User or notify it on the reasons for rejecting the Refund request within 10 (ten) business days from the receipt of the request.

If the Bank refunds the complained amount to the User, and subsequently establishes that the complaint was unfounded, the Bank will debit his payment account for the amount of unreasonably returned funds without the special consent of the User.

If it rejects the User's request for refund, in its notification the Bank is obliged to inform the User about reasons for refusal and the procedure for protection of his rights and interests, including out-of-court settlement of disputes, as well as proceedings that may be initiated for violation of the Law on payment services and about the authority responsible for conducting those proceedings.

The User will not have right to refund amount of payment transaction specified in paragraph 1 of this point, if the following conditions are met:

1. the User provided consent for execution of payment transaction directly to the Bank;
2. information on the future payment transaction has been provided in the agreed manner to the User at least 28 (twenty eight) days before the due date by the Bank or the payee.

In the case of payment transactions carried out in the IPS payment system, the bank may, at the request of the user / payer, initiate the refund of funds from the payment service provider of the payee (instant transfer), in situations where the user has made an instant transfer of the authorization to the wrong number of payment invoices, in the wrong amount, and the like. In the event of a refund of the amount of refunded funds, the bank shall disclose it to the account of the user. In the event of a refusal of the refund by the payment service provider of the payee, the bank shall, at his written request, provide the beneficiary-payer with all the information necessary for the exercise of the right to a refund of the specific instant transfer of the authorization (eg information on the recipient's payment service provider and / or the recipient of payment).

Also, in the case of payment transactions that are realized in the IPS payment system, the Bank as the payment service provider of the Beneficiary is obliged, upon the received request for reimbursement of the instant transfer, to recover the funds, if the conditions are satisfied, or refuse the refund. In situations where the payment account of the User is extinguished, previously already made a refund on the same basis, the User has not given consent for the refund and for other reasons determined by the regulations. If it rejects the refund of instant transfers, the Bank, as the payment service provider of the Beneficiary's User, has the obligation to indicate the reasons for the refusal to the payer's payment service provider.

Instant transfer can be refunded in the same or lesser amount than the amount of the executed instant transfer order.

6. CONDITIONS FOR THE AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT

6.1. Amendments to the Framework Agreement

If the Bank proposes amendments to provisions of the Agreement, it shall submit such proposed amendments to the User in writing or any other durable medium, at least 2 (two) months before the proposed date of its application, which may be accepted by the User even before the date of application.

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

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

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

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

6.2. Conditions for unilateral termination and/or nullity of provisions of the Agreement

The User has the right to terminate the Framework agreement at any time with notice period of 15 (fifteen) days, free of charge, by submitting written notice to the other party.

The 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 law which regulates contractual relations or by any other legal regulations, on which it shall notify the User in writing.

In addition to the above paragraph hereof, the Bank may also unilaterally terminate the Framework Agreement concluded with the User if one of the following conditions for termination materialises:

- a) the User provides the Bank with incorrect data, or false statements and documents important for the conclusion of the Framework Agreement and/or assessment of the User's creditworthiness;
- b) the User fails to meet any obligation undertaken by the Framework Agreement even within 15 days of receiving a warning from the Bank;
- c) the User fails to meet the obligation to the Bank, under any other Agreement concluded with the Bank, after it requests the submission or establishment of additional collateral in the deadline specified by the Bank;
- d) the User fails to notify the Bank within 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 he 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);
- e) 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 their data, the origin of their funds or nature/purpose of its business relationship with the Bank and/or the transaction they are carrying out through the Bank;
- f) 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);
- g) the User interferes with the work of employees and disturbs the Bank's operating processes by their actions at the Bank's offices;
- h) the User does not observe their legal obligations to the Bank;
- i) the payment account of the User has been inactive for 12 (twelve) consecutive months, i.e. 24 consecutive months in case of payment account with basic services, which means there has been no recorded payments to or withdrawals from the payment account, which does not include posting of interest, fees and costs and any other postings at the order of the Bank;
- j) when the User subsequently opens another payment account which enables him to use the services provided by the payment account with basic services, in case of using the payment account with basic services;
- k) if the User no longer has a legal residence in the Republic of Serbia, in the case of using a payment account with basic services;
- l) if the User has or subsequently appears an indicator from the FATKA agreement that he belongs to the category of so-called "certain persons from the USA", and the User does not submit at the request of the Bank:
 - proof that he does not fall into that category – proof required by the Bank in accordance with the FATKA agreement, or
 - information about his tax identification number in the USA (eg. Social Security Number) on the IRS form W-9;
- m) if the User does not fulfill any obligation specified in item 6.3. of GTC.

Indicators from the FATKA agreement that are considered:

- that the User is the USA citizen or has a USA passport or
- that the User was born in the USA or
- that the User is domiciled in the USA or
- that the User has the USA postal address, including a mailbox (zip-code), an "in the hands of the recipient" address („in-care-of") or a "poste restante" ("hold mail") or
- that the User has a valid telephone number in the USA or
- that the User has given the Bank a standing order to transfer funds to an account in the USA or

- that the User has given a power of attorney or authorization to dispose of the account to a person with an address in the USA.

If the Bank fails to deliver the notice of termination / cancellation of the contract or request to update the data by registered shipment to the last address provided by the User, because the User did not timely notify the Bank of the change of residence and / or mailing address or because avoids receipt of the Bank's notification / requests, the day of delivery shall be considered the day when the PTT or some other legal entity, specialized in delivery of registered shipments, first time confirmed that the delivery of the Bank's notification / request was attempted.

In case of termination of the Framework Agreement, the User is obliged to pay the fee only for payment services provided until the date of such termination, and if such fee is paid in advance, the Bank is obliged to return the proportional part of the paid fee.

The 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 User – to be declared null and void.

The Bank may reject request of the payment service user for account closing, if payment service user had past due liabilities to the Bank or if it possess and has obligation of returning property for the Bank, as well as in the case that the advertising procedure for one or more transactions carried out by the payment card, which is related to the account, is still ongoing.

Upon termination of the account, the Bank shall issue to the User, without charge, a confirmation that the account has been terminated, together with the information that all liabilities towards the Bank regarding the opening, keeping and closing of the account are settled. The certificate shall be delivered without delay to the User in written form on paper or other permanent data carrier.

6.3. Obligation of users and disposal of data by the Bank

The User is obliged to report to the Bank any change of:

- a) personal and address data, as well as residency change,
- b) data relevant for checking whether the tax residency of the User has changed: names and surnames, tax identification number, address of residence and/or acquiring new citizenship.

The User may perform the obligation from the previous paragraph in person - at the Bank's branch, by mail, e-mail or fax, with a reference to the Account number, and no later than 15 (fifteen) days from the date of the change. The User is obliged to submit to the Bank within the same period all relevant documentation confirming the changed data, and additional documentation at the request of the Bank, including that necessary for its proceeding in accordance with the FATKA agreement.

In addition to the obligations from the paragraph 1. of this item, the User is obliged to submit and/or confirm, at the request of the Bank, all data necessary for the Bank to proceed in accordance with the FATKA agreement.

The User is obliged to compensate the Bank the damage it will suffer due to non-fulfillment of its obligations under the FATKA agreement caused by the User (e.g. due to reliance on incorrect or out-of-date data received from the User).

The 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 their related parties, documentation comprising the file of the Agreement, as well as any other data considered banking secret, and data on obligations under the agreement manner of its settlement and compliance with provisions of the 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.

6.4. Personal data protection

The Bank has the right to, with the consent of the User, data on the User related to his address, telephone numbers, fax and telefax devices, e-mail addresses and other contact informations, which the User presented to the Bank when signing the Framework Agreement, use for the purpose of submitting to the User notifications about its activities, products and services, in the form of leaflets, prospectuses, electronic messages, as well as all other means of business communication and business presentation.

By signing the Framework Agreement, the User confirms that the Bank has previously informed him about the processing of personal data, the conditions of collection and processing of data obtained by the Bank from him and / or other persons, for its regular operations and processing of legal and contractual obligations, in accordance with the Law on the protection of personal data.

7. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

The Bank shall be entitled to request from the User data required to perform their 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 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 their data, data on their operations, the origin of their funds or nature/purpose of their business relationship with the Bank and/or the transaction they are carrying out through the Bank, whereby the Bank shall not be responsible for any damage the User suffers because their transactions are not executed or because they cannot use the products or services.

8. INFORMATION ON PAYMENT SERVICE USER PROTECTION

8.1. Right to complaint

The User has the right to file a written complaint to the Bank within the period of 3 (three) years from the date of violation of their rights or legal interest, if they find that the Bank fails to comply with provisions of the law, other positive regulations governing these services, the GTC or good business customs related to such services or obligations under the Framework Agreement concluded with the User, in accordance with the Law on Financial Services Consumers Protection and the NBS by-law document, which prescribes in more detail the manner of complaints submitting.

In the case of payment services that are contracted using the Means of distance communication, the Client may submit a complaint to the Bank in the same way, i.e. using the Means of distance communication that was used to conclude the contract to which the complaint relates.

The Bank cannot charge any fees to the User, complainant, or any other costs of handling the complaint.

Complaints shall be submitted to the address of the Bank: Banca Intesa ad Beograd, Consumer Satisfaction Office, 7b Milentija Popovica Str. New Belgrade - 11070, by email to the e-mail address: kontakt@bancaintesa.rs, in the Bank's branches or through the Bank's website.

8.2. Right to file a complaint to the NBS

If the User is dissatisfied with the response to the complaint or the response is not delivered to him within 15 days - the complainant may, before initiating litigation, submit a complaint to the National Bank of Serbia in written, if he considers that the Bank does not comply with law, regulations governing these services, this GTC or good business practices, relating to those services or obligations under the Framework Agreement. The complainant may file a complaint within six months from the day of receipt of the response or the expiration of the deadline referred to in paragraph 1 of this article.

The complaint is submitted by the home page of the website of the National Bank of Serbia, by clicking on the text *Submit a complaint / objection on the work of financial service providers/ proposal for mediation* or by mail to the address: National Bank of Serbia, Protection of Financial Services Users Department, Nemanjina 17, 11000 Belgrade or PO Box 712 , 11000 Belgrade.

8.3. 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 can 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 NBS or other body or person authorized for mediation.

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

The proposal for mediation in front of the National Bank of Serbia is submitted through the home page of the website of the National Bank of Serbia, by clicking on the text *Submit a complaint/objection to the work of financial service providers/proposal for mediation* or by mail to the address: National Bank of Serbia, PO Box 712, 11000 Belgrade .

9. SERVICE OF NOTICES

9.1. Service of notices by the Bank to the 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 referred to in paragraph 1 of this point in accordance with the order and consent of the 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.

Delivering from the paragraph 1 of this item, the Bank shall perform to the user of electronic and mobile banking in accordance with the Framework agreement on providing of electronic and mobile banking services for individuals and farmers, of which these GTC are an integral part.

If the User fails to timely notify the Bank on change of data from the previous paragraph of this point, 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 User arising from or in connection with serving of notices shall be considered performed:

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

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

In each individual case, the Bank decides, in accordance with regulations, the General Terms and Conditions 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 User through third party, with whom they concluded the agreement on performance of delivery, with agreed obligation of third party in terms of protection and confidentiality of 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 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 User 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 User in writing.

Depending on the nature of business, and in accordance with applicable regulations and existing agreements with the User, the Bank may request the User to provide particular documents and notices to the Bank:

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

10. CHANGING IN THE PAYMENT ACCOUNT

Changes in the payment account are services performed exclusively on the basis of the authorization of the User and means the transfer of payment account from the transitory payment service provider to the new payment service provider, as well as the transfer of the account within the Bank. The change of account can be with or without closing the account with the previous payment service provider.

The Beneficiary may, as a new payment service provider, authorize the Bank to request from its former payment service provider in the territory of the Republic of Serbia:

- information on all or some of the permanent orders, multiple direct debits and multiple transfers of grants to which the User is the recipient of payment;
- cash funds on a payment account (available positive balance), if the User also requested the transfer of these funds by the authorization of this member.

The Bank will act upon the User's authorization, either as a new or as a former payment service provider.

The Bank will act upon the authorization of the User, either as a new or as a former payment service provider, and more detailed information on the process of changing the payment account, the Bank will make it acceptable in all branches and on the Bank's website.

11. COMING INTO FORCE

These GTC are applied after the expiration of 15 (fifteen) days from the date of their publishing in the Bank's branches or on the Bank's website, including the possibility of publishing the act in electronic form on a public screen in the Bank's branches.

President of the Board of Directors

Ignacio Jose Jaquotot Calvo