

OPŠTI USLOVI POSLOVANJA SA FIZIČKIM LICIMA

VOJVODANSKE BANKE AD NOVI SAD

DEFINICIJA POJMOVA

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

Anuitet

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

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

Banka

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

BELIBOR

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

Valutna klauzula

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

Viša sila

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

GENERAL TERMS AND CONDITIONS WITH PHYSICAL PERSONS

VOJVODJANSKA BANKA AD NOVI SAD

DEFINITION OF TERMS

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

Annuity

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

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

Bank

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

BELIBOR

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

Currency clause

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

Force Majeure (Vis Major)

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

ratno stanje, štrajk is) na koje Banka nema uticaja.

Dinar/RSD

Zakonom utvrđena novčana jedinica Republike Srbije.

Docnja

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

EUR

EURO – zvanična valuta zemalja Evropske unije.

EURIBOR

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

Efektivna kamatna stopa (EKS)

Kamatna stopa utvrđena u skladu sa odgovarajućim propisima NBS.

Zatezna kamata

Kamatna stopa utvrđena u Ugovoru, koja je veća od ugovorne kamatne stope, a koja se utvrđuje za pripis kamate za dospelu, a neizmirena plaćanja.

Instrumenti obezbeđenja

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

are reasonably considered beyond the Bank's control.

Dinar/RSD

Republic of Serbia monetary unit determined by the law.

Default

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

EUR

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

EURIBOR

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

Effective interest rate (EIR)

Effective interest rate as defined in relevant NBS regulation.

Default interest rate

An interest rate agreed in the Contract which is higher than the contractual interest rate and is used to accrue interest for those contractual obligations which remain unsettled after their contractual maturity date.

Collaterals

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

Inflacija

Inflacija u Srbiji je prema zvaničnim objavama Narodne banke Srbije za određeni vremenski period.

Jemac

Lice definisano u skladu sa Ugovorom.

Klijent

Fizičko lice koje koristi ili je koristilo usluge Banke ili koje se obratilo Banci radi korišćenja usluga i koje je Banka kao takvo identifikovala. Sadužnici i jemci se smatraju Klijentima. Poljoprivrednik koji ima registrovano poljoprivredno gazdinstvo smatra se fizičkim licem u smislu ovih Opštih uslova poslovanja.

Kreditni plasman

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

LIBOR

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

Marža

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

Narodna banka Srbije - NBS

Centralna banka Republike Srbije po Ustavu i zakonu.

Obavezna rezerva

Instrument monetarne politike kojim Narodna Banka Srbije, u skladu sa podzakonskim aktima, obavezuje banke da deponuju određeni deo svojih likvidnih sredstava, po unapred utvrđenim uslovima, kod NBS.

Inflation

The inflation in Serbia as per the official announcements of the National bank of Serbia for specific time periods.

Guarantor

A person as defined in the Contract.

Client

A physical person, who uses or has used the Bank's services, or a person who has contacted the Bank with the aim of using the services and who has been identified as such by the Bank. Co-borrowers and guarantors are considered as Clients. A farmer with registered agricultural holding will be considered as a physical person, according to these General Terms and Conditions.

Credit facility

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

LIBOR

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

Margin

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

National bank of Serbia - NBS

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

Mandatory reserves

An instrument of monetary policy by which the National bank of Serbia, pursuant to the by-laws, obliges the banks to deposit specific part of their liquid assets with the NBS under pre-specified pricing terms.

Porezi

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

Radni dan

Dan koji nije dan državnog praznika, ili nedelja; za određene organizacione delove Banke, subota se smatra neradnim danom

Referentna kamatna stopa

Ugovorom utvrđena kamatna stopa, koja se javlja kao posebna vrednost (EURIBOR, LIBOR, BELIBOR) u određenom vremenskom periodu na unapred definisanom teleekranu i koja se uzima kao polazna osnova prilikom utvrđivanja i/ili promene Ugovorene kamatne stope.

Ugovor

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

Obavezni elementi ugovora

Elementi Ugovora zaključenog između Klijenta i Banke u vezi sa korišćenjem bankarskog proizvoda ili usluge, a koji su Zakonom o zaštiti korisnika finansijskih usluga definisani kao obavezni i koji se ne mogu jednostrano menjati.

Ugovorena kamatna stopa

Nominalna kamatna stopa predviđena u ugovornom odnosu sa Klijentom koja može biti izražena kao fiksni ili promenjivi procenat koji se na godišnjem nivou primenjuje na iznos povučenih kreditnih sredstava, odnosno primljeni depozit.

Taxes

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

Business day

A day which is not an official Serbian state holiday or Sunday, for certain Bank units, Saturday is considered as a non working day.

Reference interest rate

A stipulated in the Contract interest rate (EURIBOR, LIBOR, BELIBOR), as it appears at a specific point of time in a pre-agreed tele-screen and which has been agreed to be used as base for the determination and/or fluctuation of the Contractual interest rate.

Contract

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

Obligatory clauses of the Contract

Clauses of the Contract concluded between the client and the Bank in relation to the usage of banking product or service, which are defined in Consumer protection Law as obligatory and can not be changed unilaterally.

Contractual interest rate

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

1. OPŠTE ODREDBE

Član 1.

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

2. ODNOS BANKE I KLIJENTA

2.1. Ugovorni odnos

Član 2.

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

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

Za oročene depozite i kredite (izuzimajući kreditne kartice), Banka će Klijenta snabdeti sa jednim primerkom Plana isplate depozita/Plan otplate kredita, kada je to primenjivo, u skladu sa važećim propisima.

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

2.2. Prestanak Ugovora – Prevremena otplata

Član 3.

Ugovor između Banke i Klijenta prestaje da važi:

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

1. GENERAL PROVISIONS

Article 1

The General Terms and Conditions of Vojvodjanska banka a.d. Novi Sad is a set of documents applicable for physical persons, which includes all standard operating rules regulating the establishment and maintenance of a banking relationship between the Client and the Bank, the communication process between the Client and the Bank and other issues relevant to the Bank's relation with physical persons being its Clients.

2. RELATIONSHIP BETWEEN THE BANK AND THE CLIENT

2.1. Contractual relationship

Article 2

Business relationship between a Client and the Bank shall be established by means of entering into a written Contract in compliance with the law, bylaws and other written documents of the Bank.

The Contract shall contain provisions, which determine the conditions for accepting deposits, granting Credit facilities and performing activities related to bank accounts and payments, money transfers and other relevant to individual banking services and activities.

For term deposits and loan facilities (excluding credit cards), the Bank furnishes the Client with one copy of deposit / loan repayment schedule, when applicable, pursuant to the valid regulations.

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

2.2. Termination of Contracts/Prepayment

Article 3

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

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

Imajući u vidu gore navedeno, Klijent može zahtevati raskid Ugovora sa Bankom (depozit ili kredit), pre isteka roka, i izvršavajući potpunu otplatu, ukoliko je Banka pisanim putem obavještena, najmanje 15 kalendarskih dana pre raskida Ugovora, uz naplatu svih naknada definisanih u postojećem Ugovoru.

Klijent takođe može delimično prevremeno otplatiti kredit, uz uslov da je Banka obavještena o njegovoj nameri najmanje 15 kalendarskih dana pre prevremene otplate, uz naplatu naknade za prevremenu otplatu.

2.3. Vrste ugovornih odnosa

Član 4.

Banka poznaje dve vrste ugovornih uslova u ugovornim odnosima, u pogledu mogućih promena/dopuna pomenutih uslova:

- Nepromenljivi Uslovi

Uslovi dogovoreni u osnovnom Ugovoru koji ne mogu biti promenjeni ili dopunjeni bez prethodno pribavljene Klijentove saglasnosti i/ili uz neophodno zaključenje Aneksa osnovnog Ugovora;

- Promenljivi uslovi

Uslovi dogovoreni u osnovnom Ugovoru, koji mogu biti promenjeni ili dopunjeni od strane Banke, čija promena/dopuna ne zahteva saglasnost Klijenta i/ili potpisivanje dodatnog Aneksa osnovnog Ugovora.

O nameri da promeni ili dopuni uslove utvrđene kao promenljive u prvobitnom Ugovoru, Banka će Klijenta obavestiti pisanim putem najmanje 15 dana pre početka primene promenjenih uslova, bez potrebe da se zaključi Aneks Ugovora.

O nameri da promeni ili dopuni uslove utvrđene kao fiksne u prvobitnom Ugovoru, Banka će Klijenta obavestiti pisanim putem, najmanje 15 dana pre početka primene promenjenih uslova, utvrđujući da pozitivni propisi ne zahtevaju drugačiji rok od navedenog.

Obaveštenje o nameri izmene obaveznih elemenata Ugovora koje Banka šalje Klijentu, obavezno sadrži:

1. Razloge za izmenu Ugovora,
2. Način na koji Klijent daje saglasnost na

In view of the above, the Client can demand the termination of a Contract with the Bank (deposit or lending) and payment in full before its contractual maturity; provided that the Bank is informed in writing about at least 15 calendar days before the termination date and subject to the any fees defined in the Contract.

The Client can also repay partially a loan before its maturity provided that the Bank is informed on this prepayment intention 15 calendar days before the prepayment at the latest and such prepayment is subject to the fee.

2.3. Types of Contractual relationships

Article 4

The Bank recognizes two types of conditions of the Contractual Relationships, in view of the possibility of changing/amending said conditions:

- Fixed conditions

These are conditions agreed through the initial Contract that they cannot be changed and or amended unless the Client provides with his consent and/or signs the necessary additional Annex of the initial Contract;

- Variable conditions

These are clauses and conditions agreed through the initial Contract b that they can be changed and or amended by the Bank, whose change/amendment does not require the consent of the Client or the signing of any additional Annex of the initial Contract.

The intention of amending and/or supplementing terms and conditions designated as variable in the initial Contract shall be communicated to the Client by the Bank in writing in due time before the commencement of applying the modified terms and conditions, without requiring to conclude a separate Annex to the Contract.

The intention of amending and/or supplementing terms and conditions designated as fixed in the initial Contract shall be communicated to the Client by the Bank in writing within at least 15 days before the commencement of applying the modified terms and conditions, provided that legal regulations governing the relevant activities do not require other term.

The notice concerning modifications of the mandatory elements of the Contract as above shall contain:

1. The reason for changing the Contract;
2. The manner in which Clients shall give their

- odgovarajuće izmene,
3. Rok u kom Klijent daje ovu saglasnost kao i
 4. Posledice ne davanja te saglasnosti od strane Klijenta.

U slučaju da Klijent nije saglasan sa izmenama obaveznih elemenata Ugovora, ili ne odgovori na ponudu BankeBanka nema pravo da jednostrano izmeni obavezne elemente Ugovora .

2.4. Prava, obaveze i odgovornost Banke

Član 5.

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

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

Banka i Klijent zadržavaju pravo da se u bilo kom trenutku pre zaključenja Ugovora povuku iz nameravanog zaključenja poslovnog odnosa, bez obaveze dostavljanja dodatnog objašnjenja bilo koje strane.

Klijent ima pravo na odustanak od već zaključenog ugovora o kreditu, dozvoljenom prekoračenju, izdavanju i korišćenju kreditne kartice, bez navođenja razloga za odustanak u skladu sa Zakonom o zaštiti korisnika finansijskih usluga,

Član 6.

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

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

- consent to relevant amendment;
3. The term for the Client providing this consent; as well as
 4. The consequences regarding the failure of the Client to consent thereof.

If the Client notifies the Bank that he does not agree with the changes of the mandatory elements of the Contract, the Bank has no right to unilaterally amend the mandatory elements of the Contract

2.4. Bank's rights, obligations and responsibilities

Article 5

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

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

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

The client has the right to withdraw from the already concluded contract on loan loan, overdraft, issuance and use of credit cards, without giving a reason for cancellation, in accordance with the Law on protection of consumers of financial services.

Article 6

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

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

Član 7.

Banka će posvetiti pažnju na aktivnosti i postupke svojih zaposlenih.

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

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

Član 8.

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

Bankarska tajna je poslovna tajna pod kojom se smatraju:

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

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

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

Utvrđeno je da će u slučajevima, navedenim u

Article 7

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

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

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

Article 8

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

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

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

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

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

It is made clear that for cases 2 and 3 as

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

2.5. Prava, obaveze i odgovornost Klijenta

Član 9.

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

Klijent ima pravo da bez naknade od Banke, u pisanoj formi ili na drugom trajnom nosaču podataka dobije informacije, podatke i instrukcije, koji su u vezi sa njegovim ugovornim odnosom sa Bankom na način i u rokovima utvrđenim u Ugovoru zaključenim između Klijenta i Banke.

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

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

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

Ukoliko Klijent ne želi ili nema mogućnosti da mu se dostava obaveštenja vrši na način utvrđen u stavu 4 ovog člana, Banka će dostavu obaveštenja izvršiti na šalteru Banke i to matične filijale iz Ugovora, a Klijent je u obavezi da obaveštenja

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

2.5. Client's rights, obligations and responsibilities

Article 9

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

The Client shall have the right to receive, without fee, in written or on another durable medium, from the Bank information, data and instructions regarding his contractual relationship with the Bank, in the manner and time limits stipulated in the Contract concluded between the Client and the Bank.

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

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

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

If the Client is unwilling or is unable to be provided with notification made in the manner specified in paragraph 4 of this Article, the Bank will make a notice on the Bank counter in home branche from the Contract, and the Client is obliged to take information personal, as specified in this

preuzme lično na način naveden u ovom stavu. Obaveštenje dostavljeno na ovaj način smatra se uredno dostavljenim obaveštenjem.

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

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

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

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

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

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

Član 10.

Klijentovi nalozi Banci moraju biti jasni i nedvosmisleni, dati u pisanoj formi, a u skladu sa važećim zakonskim i drugim propisima i opštim aktima Banke.

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

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

Član 11.

Klijent mora proveriti tačnost i potpunost izvoda s tekućeg ili drugih računa, kao i svih drugih

paragraph. Notice delivered in this way deemed duly received notice.

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

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

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

The Client will provide all notices, requests or approvals referred to the home branch of the Bank

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

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

Article 10

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

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

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

Article 11

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

izveštaja i obaveštenja koje primi od Banke.

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

Član 12.

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

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

Komunikacija sa klijentom

Član 13.

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

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

Pravo na prigovor:

Klijent ima pravo da uputi Banci pisani prigovor na adresu matične ili najbliže filijale Banke, ukoliko smatra da se Banka ne pridržava ugovora, Opštih uslova poslovanja, zakonskih propisa R. Srbije i dobrih poslovnih običaja/prakse. Pisani prigovor Klijenta treba da sadrži lične podatke (adresu, jmbg), kao i kratak i jasan opis spornog odnosa/nastalog nesporazuma/primedbe Klijenta na rad Banke.

notifications received from the Bank.

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

Article 12

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

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

Communication with client

Article 13

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

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

Right for complaint:

Client has right to submit a written complaint, to the address of home of nearest bank's branch, if considers that the Bank is not respecting the clauses of the agreement, General terms and conditions, regulations of republic of Serbia and good business custom/practice. Written complain of the Client nees to contain personal data (address, ID number), as well as short and clear description of the problematic relationship/misunderstanding/objection of the Client on Bank's work.

Klijent pre upućivanja pisanog prigovora, trebalo bi da se najpre obrati matičnoj filijali Banke, I iznese argumentovane/činjenične primedbe I pokuša da u saradnji / dogovoru sa filijalom prevaziđe predmetni sporni odnos /nesporazum/ primedbu, u slučaju da se sporni odnos/ nedorazum/primedba ne prevaziđe, Klijent postupa kao što je definisano u prethodnom stavu.

3. DEPOZITI

Član 14.

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

Depozit može biti depozit po viđenju i oročeni depozit.

Oročeni depoziti mogu biti kratkoročni i dugoročni.

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

Uslovi prijema depozita, kao i prava i obaveze Banke i Klijenta, uređuju se Ugovorom.

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

4. KREDITI

Član 15.

Pod kreditima Banke u smislu ovih Opštih uslova poslovanja se smatraju plasmani fizičkim licima uključujući i poljoprivrednike koji imaju registrovana poljoprivredna gazdinstva.

- Krediti koji se odobravaju fizičkim licima: gotovinski krediti sa i bez valutne klauzule, krediti za refinansiranje sa i bez valutne klauzule, potrošački krediti sa i bez valutne klauzule, , auto krediti sa i bez valutne klauzule stambeni krediti sa i bez valutne klauzule, krediti za adaptaciju sa i bez valutne klauzule, hipotekarni keš krediti sa i bez valutne klauzule, dozvoljeno prekoračenje po tekućem računu, kreditne kartice, garancije i drugi

Before sending written complaint, Client should address to the bank's home branch and expose argued objections and tru, in cooperation with the branch to overcome problematic relationship/misunderstanding/ objection in subject. In case that problematic relationship/misunderstanding/ objection in subject can not be overcome, Client is acting as it is defined in previous paragraph.

3. DEPOSITS

Article 14

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

A deposit can be demand or time deposit.

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

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

The conditions applicable to depositing, as well as the rights and obligations of the Bank and the Client, are defined in the Contract.

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

4. LOANS

Article 15

The Bank's placements in terms of these General Terms and Conditions include Credit facilities to physical persons, including Farmers with registered agricultural holding.

- The credit facilities to physical persons are: cash loans with and without FX clause, loans for refinancing with and without FX clause, consumer loans with and without FX clause, auto loans with and without FX clause, housing loans with and without FX clause, loans for adaptation with and without FX clause, home equity loans with and without FX clause, credit cards, overdrafts and Letter of Guarantee and other credit products;

