

The issuer of the General terms for payment accounts applicable to retail clients and performance of payment services applicable to retail clients (henceforth: General terms) is OTP Banka Srbija a.d. Novi Sad, Bulevar oslobođenja no.80,21 000 Novi Sad, reg. no. 08603537, e-mail:office@otpbanka.rs, Internet webpage: www.otpbanka.rs (henceforth: the Bank).

OTP Banka Srbija, a.d. Novi Sad, Bulevar oslobođenja no.80, reg.no.08603537, as a company acquirer and Vojvodanska banka a.d. Novi Sad, Trg Slobode no.7, 21 000 Novi Sad, reg.no.08074313, as a company transferor, are in the process of implementing a status change of merger, on the basis of which Vojvodanska banka a.d. Novi Sad will be merged to OTP Banka Srbija a.d. Novi Sad. The foreseen merger date is 26.04.2019.

As of the foreseen day of merger, OTP Banka Srbija a.d. Novi Sad shall continue to operate under the name Vojvodanska banka a.d. Novi Sad, with its headquarters in Novi Sad, Trg slobode no.5, reg.no.08603537, TIN: 100584604, gyro account: 908-32501-57, S.W.I.F.T.: OTPVRS22, e-mail: office@voban.rs, webpage: www.voban.rs (hence forth: the Bank).

National bank of Serbia, Nemanjina no.17, 11 000 Beograd supervises the Bank in reference to providing of payment services in the Republic of Serbia.

The Bank's operating license was issued under the Decision of the National bank of Jugoslavija G.no. 415 dd 05.05.1995.

## 1. SCOPE OF APPLICATION

The General terms hereto govern the conditions and the manner of execution of payment transaction requested from the Bank by a User who does not have a payment account opened with the Bank or does have an account but does not use it to execute single payment transactions, and mutual rights, obligations and responsibilities of the Bank and the User in relation to execution of single payment transactions in line with the Law on payment services (henceforth: the Law).

The integral part of the General terms hereto are the Term plan of execution of orders (henceforth: the Term plan) and the excerpt from the Bank's documents relating to the tariffs of the fees and other costs that the Bank charges to its Users (henceforth: the Tariffs).

Single payment transactions are placing, transfer or withdrawal of funds, and are initiated by the User.

These General terms apply to the contractual relationship between the Bank and the User. The contractual relationship is deemed to have arisen by handing the payment order to the Bank.

## 2. DEFINITIONS

For the requirements of these General terms the definitions down below have the following meaning:

- 1) Payment transaction means an act, initiated by the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee
- 2) Payment order means any instruction by the User payer or payee to its payment service provider requesting the execution of a payment transaction
- 3) Payment service user means a retail client, retail client – bearer of a registered farming household, legal person or an entrepreneur person that makes or made use of a payment service in the capacity of a payer and/or payee or has contacted the Bank in order to make use of such services
- 4) Payer means a retail client, legal or entrepreneur that issues a payment order
- 5) Payee means a natural or legal person or entrepreneur designated as the recipient of funds that are the subject of a payment transaction
- 6) Single payment transaction is a transaction that is required from the Bank by a payer or a payee without having a payment account with the Bank, and if it does have it, it is not used for execution of single payment transaction, by issuing a payment order under which it requests execution of a payment transaction, irrespective of the underlying obligations between the payer and the payee
- 7) Working day - every day except Sunday and the holidays which are prescribed under the Law as non-working days, during the branch business hours published at the Bank's website and displayed in the business premises of the Bank
- 8) Business day is set under the Term plan and it represents a working day or part of the working day in which the Bank operates so that it enables execution of a payment transaction
- 9) Number of account – a combination of letters, numbers and/or symbols that the User is obligated to state in order to execute the payment order correctly
- 10) Domestic payment transaction means a payment transaction in which the payer's payment service provider and payee's payment service provider provide the service within the territory of the Republic of Serbia
- 11) International payment transaction means a

payment transaction in which one payment service provider provides this service in the territory of the Republic of Serbia, and the other payment service provider in the territory of another 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 another country for that same or other payment service user. Until the Republic of Serbia becomes a part of the European Union, a domestic payment transaction between residents and non-residents or between non-residents that is executed in dinars, will be considered international payment transaction. For the requirements of these General terms, international transaction is also a domestic payment transaction executed in a third country currency.

### 3. EXECUTION OF SINGLE PAYMENT TRANSACTIONS

By submitting a payment order the User confirms that the Bank within the appropriate deadline prior to having established a contractual relation with the Bank, provided the data the User is obligated to state for correct execution of the payment order, deadline for the execution of a payment transaction type and level of all fees the Bank charges to the User, and if all fees are charged as a sum - also the type and level of each single fee that makes summary fee, if currency is converted - the conversion rate, that is, a reference rate that the Bank uses for payment transactions.

At the User's request, the Bank shall the information from the previous paragraph forward to the User, unless the User is a legal entity, in had copy or on some other durable medium.

If the single payment transaction contract in line with the General terms hereto has been concluded at the request of the payment service user, using a means of distance communication which does not enable the Bank to fulfil the obligations arising from paragraphs 1 and 2 above, Bank will fulfil these obligations immediately after the execution of the payment transaction.

The Bank will execute the payment order by which execution of a single payment transaction on funds transfer:

- if it is prepared on a prescribed form, correctly, clearly and fully filled transaction and contain signatures of authorised person and is verified with the seal;
- if the coverage for the order execution is provided;
- if the coverage for the Bank fee is provided;
- if consent has been given to execute the order and
- if there are no impediments to execute the transaction in line with the Law or other regulation.

It is deemed that the User gave its consent to execute the payment transaction by submitting the payment or-

der at the Bank's counter.

When, in line with the positive regulations on payment order execution, certain documents or special data are requested, the Bank will execute the payment order if the documents or data have been submitted in the prescribed form.

The User is responsible for the accuracy and completeness of data stated in the payment order even when the Bank fills in the order according to the User's instructions.

For single payment transaction that are executed based on bill of exchange, the regulations that govern bill of exchange and enforced collection procedure are applied.

#### 3.1. Information for the User

After having received a payment order for the execution of a single payment transaction, the Bank will provide to the User – payer the following information:

- a reference or other data enabling the User to identify a payment transaction and information relating to the payee,
- the amount of the payment transaction in the currency indicated in the payment order;
- the amount of any charges levied on the User for execution of a payment transaction and, if the payment service provider collects these charges in sum – the breakdown of the types and level of each individual fee making up the summary fees ;
- if currency conversion is applied – the exchange rate, that is, the reference rate which the Bank uses in executing the payment transactions, and the amount of the payment transaction after currency conversion;
- date of receiving the payment order.

At the User's request, the Bank shall the information from the previous paragraph forward to the User, unless the User is a legal entity, in paper copy or on some other durable medium.

The Bank shall, after receiving the single payment transaction execution order, provide to the User as the payee the following information:

- reference or other data enabling the Client to identify each payment transaction and information relating to the payee and other data assumed along with the concerning transaction in line with the Law;
- the amount of the payment transaction in the currency in which the funds have been provided for the User;
- the amount of any fee charged to the User for execution of a payment transaction and, if the Bank collects these charges in aggregate amount – the type and amount of each individual fee making up the aggregate fee;

- if currency conversion is applied –the exchange rate, that is, referent rate used by the Bank in executing the payment transaction, and the amount of the payment transaction after currency conversion;
- the date when the funds were put to the disposal of the payee..

At the request of a User, the Bank shall deliver the above information to the user in paper or other durable medium.

The Bank is not obligated to deliver the information from this Article to the User who is a legal entity.

### 3.2. Currency rate

For execution of single payment transactions that require currency conversion, the currency rate (buying or selling) of the Bank is used, which is applicable at the moment of the payment transaction being executed. If no special rate has been contracted, for the conversion between different foreign currencies and dinar, the rate is going to be applied which is in line with the exchange rate list of the Bank that is valid at the time of conversion;

- Buying rate for foreign currency if foreign currency is converted into dinars;
- Selling rate for foreign currency if dinar is converted into foreign currency and,
- Buying and selling rate for foreign currency if one foreign currency is bought in another foreign currency

The Bank publishes its Exchange rate list on its Internet page on a daily basis.

The Bank may agree with the Client a different exchange rate.

### 3.3 Time of receiving payment order and deadline for execution of a payment transaction

The Bank receives payment orders during the working day of the Bank.

Details about the submission, receipt and execution of payment orders are compiled in the Term plan of execution of payment orders.

The Bank confirms receipt of a payment order by verifying the first copy of the order.

If payment order has not been received during the bank's Business day, it is considered to be received on the following Business day.

### 3.4 Revocation of order

Consent for execution of a transaction may be revoked by revoking of the action of having given consent at any

time before the execution of a payment transaction has been initiated.

### 3.5 Refusal to execute a payment order

The Bank will refuse a payment order issued by the User if:

- Consent for execution of payment transaction is not given in a prescribed form or manner;
- Information on the order are not correct, readable and complete or if payment order has been corrected;
- Payment order has not been submitted and filed in line with the regulations and the General terms hereto;
- The User does not provide the funds for the execution of the order, and payment of fees and costs;
- There are legal impediments for the execution of a payment order (tax regulations, AML regulations, foreign exchange operations)

The Bank shall notify the User on the rejection, reasons for it and the actions for correction of incorrect data or the need to make certain data amendments immediately and no later than the expiry of the deadline set for the execution of the payment order. This notification will not be delivered if such delivery is prohibited in line with the regulations.

The Bank shall charge the User a fee for notifying about the refusal to execute a payment transaction, when the refusal is based on objective reasons in the amount determined in the Tariffs.

## 4. FEES

The User undertakes to pay to the Bank fees set forth in the Tariffs and all incurred costs.

The type and level of all fees that the Bank charges to the User are set forth under the Tariffs valid on the day of submitting of the payment order.

Fees are determined in dinars and are paid before or concurrently with the execution of a single payment transaction.

Tariffs is available in all Bank's branches, as well as on its official website.

## 5. LIABILITY OF THE BANK IN RELATION TO EXECUTION OF PAYMENT TRANSACTIONS AND REFUNDS OF PAYMENT TRANSACTIONS

### 5.1 Liability of the Bank for unauthorised non-executed or incorrectly executed payment transaction

The Bank shall not be liable for non-execution or untimely execution of a payment transaction if the User

provided wrong data or instructions or if a consequence of a fraudulent act of a User.

If payment order has been executed in line with the stated Account number, such payment order is considered correctly executed in reference to the payee specified, regardless of other data submitted to the Bank.

If the Account number that the User submitted to the Bank is incorrect, the Bank shall not be liable for non-executed or incorrectly executed payment transaction.

In the cases described in the previous two paragraphs, the User has the right to require from the Bank to undertake all reasonable measures, that is, to provide information about tracking the funds of the payment transaction (for example, about the payee's provider of payment service and/or payee), and the Bank shall charge to the User fee for undertaking these measures, that is, for providing the information, in line with the Bank's Tariff.

In case of non-executed payment transaction due to incorrect Account number the Bank shall without delay refund the non-executed payment transaction amount to the User.

## 5.2 Exclusion of liability due to force majeure or other regulations

The Bank's liability is excluded for not being able to execute the services governed by the General terms hereto in cases of extraordinary and unpredictable events that were beyond Bank's impact, and which are objective impediments for providing such services.

Impediments in performing the services set forth by the TC hereto are considered to be all events which hinder or disable performance of these services, and which are caused by force majeure, war, unrest, terrorist attacks, strikes, interruptions in telecommunications or other communication channels, acts and regulations of any state or other authorised body, discontinuation or irregular functioning of the payment system as well as all other events of occurrence of which cannot be attributed to the Bank.

The Bank's liability is excluded when due to applying the regulations which govern prevention of money laundering and financing of terrorism the Bank refuses to execute or cancels the execution of a payment transaction or extends the deadlines for the execution which are set in the Term plan.

In case a transaction is refused by the correspondent bank or the payee bank, the User accepts to bear all costs of refund.

## 6. PROTECTION OF USERS OF PAYMENT SERVICES

In performing its business operations the Bank adheres to the obligation of keeping of the bank secret in line with the law. The Bank shall consistently protect confidentiality of data about transactions, services, as well as User data, all in line with the valid regulations and international practice.

Data about the User obtained during execution of the transactions, which are considered to be a banking secret, the Bank is liable to forward to the Central data base of the international and/or domestic banking group of the major shareholder of the Bank, National bank of Serbia, the persons who on account of the nature of their operations have access to those data, to the Bank's external auditor, as well as the persons with which the Bank has agreed a data confidentiality agreement.

The User has the right to file a complaint to the Bank, in a written form, if he deems that the Bank does not adhere to the provisions of the law and the regulations governing provision of payment services, General terms or good business practice within 3 years from the day when his right or legal interest was violated.

The User has the right to, before initiating a court procedure, to file a complaint to the National bank of Serbia, if not satisfied with the Bank's reply to the complaint, or if the Bank's reply was not delivered to the User within the legal deadline, in writing, within six months from the day of receiving the Bank's reply or after expiry of the legal deadline for responding to the complaint.

If the User is not satisfied with the Bank's reply to the complaint or the complaint was not delivered within the legal deadline, the disputable relationship between the User and the Bank can be resolved in an out of court process - mediation.

The possible court resolution of the dispute lies with the competent court for the Bank's Head office.

## 7 FINANL PROVISIONS

The General terms hereto become effective as of the day of adoption by the Board of Directors of OTP Banka Srbija a.d. Novi Sad a.d. Novi Sad, and are applied as of 26.04.2019.

As of the day of becoming effective, the General terms hereto shall supersede General terms adopted at the session of the Board of Directors of the Bank no.24390/15 dd 13.08.2015 which are applied as of 01.01.2015 with all subsequent changes and additions.

These General terms are applied along with the provisions of the General terms Of operating of the Bank which are effective as of 26.04.2019 with all subsequent changes and amendments therein.

These General terms, Term plan, Tariff and the Bank's General terms Of operating are available at all branches of the Bank and on its official webpage.

OTP BANKA SRBIJA A.D. NOVI SAD

  
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President of the Board of Directors

Date of publishing on the Bank's bulletin board, Internet page and in its business premises: 21.02.2019