

The Issuer of these General terms of operating for the issuance and usage of debit cards applicable to legal entities (hereinafter: General terms) is OTP Banka Srbija a.d. Novi Sad, Bulevar oslobođenja 80, 21 000 Novi Sad, company ID: 08603537, e-mail: office@otpbanka.rs, webpage: www.otpbanka.rs National bank of Serbia, Nemanjina 17 street, 11 000 Belgrade

supervises the Bank in relation to provision of pAyment services in the Republic of Serbia.

The Bank's operating license has been issued under the Decision of the National bank of Yugoslavia G.no. 415 dd 05.05.1995.

OTP Banka Srbija a Novi Sad, Bulevar oslobođenja 80, 21 000 Novi Sad, company ID: 08603537, in capacity of a company acquirer and Vojvodanska banka a.d Novi Sad, Trg slobode 7, company ID 08074313, in capacity of a company transferor are in the process of conducting 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 day of merger is 26.04.2019.

As of the day of the foreseen date of merger, OTP Bnka Srbija, a.d. Novi Sad will continue to operate under the name Vojvodanska banka a.d Novi Sad, with the registered headquarters in Novi Sad, Trg slobode 5, company ID: 08603537, TIN: 100584604, giro account: 908-32501-57, S.W.I.F.T.: OTPVRS22. e mail; office@voban.rs, webpage: www.voban.rs (hereinafter: the Bank).

An integral part of these General terms is the Excerpt from the Banks document about the tariff of fees and other costs that the Bank charges to Users, and along with the Contract on issuing and using of debit card and Instruction on how the user should act for the purpose of safe use of the card, makes Framework Agreement.

## 1. DEFINITIONS

- 1) General terms- General terms for issuing and using of debit card for legal entities;
- 2) Card-payment instrument that enables the Client/User to pay for goods and services and withdraw cash up to the amount of Available funds
- 3) Client-natural person, resident who concludes a Framework Agreement with the Bank
- 4) User - one or more natural persons to whom the Bank issues additional cards at the request of the Client and whose name is imprinted on the Card
- 5) Request - Request for Card issuance
- 6) Contract - Agreement for the issuance and use of debit card (VISA, DinaCard or other cards depending on the Bank's offer)
- 7) Instruction - Instruction on how the user should act for the purpose of safe use of the card
- 8) PIN - secret personal identification number used to pay for goods and services at POS terminals and when withdrawing cash at ATMs and POS terminals at bank counters for transaction authentication
- 9) CVV-a three-digit identification code printed on the back of the card, which is used to authenticate payment without card presence (online purchase, catalog or telesales) along with other personalized security features of the card
- 10) Personalized security elements of the card-elements of a card required for payment for goods and services and for cash withdrawal include: Card number, Card validity date, signature, PIN code, CVV code and other additional security elements for protection of payments over the Internet
- 11) Tariff - Excerpt from the Bank's documents on tariffs of fees and other costs that the Bank charges to Clients
- 12) ATM-electronic device intended for execution of cash withdrawal payment transactions and checking of balances on users' accounts, as well as other services
- 13) POS terminal - device through which transactions are made electronically and is used for conducting transactions of payment for goods and services at the Point of Sale and for paying cash at bank counters
- 14) Point of sale - location of a legal or natural person who accepts cards as a non-cash means of payment for goods and services as part of its registered activity
- 15) Unauthorized transaction-Transaction executed without the consent of the User
- 16) Account - Client's RSD account with the Bank to which the Cards are linked and to which all transactions, fees, commissions and costs incurred by using the Cards are booked.
- 17) Available funds-funds in the Account minus the amount of reserved funds, plus the amount of the authorised overdraft
- 18) NBS-National Bank of Serbia
- 19) Card System - Card Organization for Issuing and accepting payment cards (VISA International for VISA Cards, Mas

tercard SA Europe for Mastercard Cards and National Payment Card Center for DinaCard cards.)

- 20) Domestic payment card - card in which in domestic payment transactions the processing, netting and settlement of transfer orders issued on the basis of its use are processed in the payment system in the Republic of Serbia
- 21) International payment card - card in which the processing, netting and settlement of transfer orders issued on the basis of its use are not performed in the Republic of Serbia in domestic payment transactions.
- 22) 3Dsecure - additional protection when paying with cards on the Internet, where the client authenticates the transaction, that is, agrees to the execution by entering a one-time password that the Bank provides him with a text message or otherwise. For Visa cards this service is called Verified by Visa and for Mastercard it is called Mastercard Secure code.

## 2. ISSUING OF THE CARD

In accordance with the Law on interbank fees and special rules of business for payment transactions based on payment cards (Further: Law on Interbank Fees), the Bank is obliged to issue a Domestic Payment Card to the Client free of charge.

Pursuant to the Law on Interbank Fees, an International Payment Card may be issued by the Bank only at the specific request of the Client given in writing only if the Domestic Payment Card from the previous paragraph has already been issued to the Client for initiating payment transactions from the same current account. Accordingly, the Bank may issue to the Client at its written request International payment card (Visa debit card and the like), only if at the moment of issuing of that card the Client has already been issued DinaCard card, or another Domestic payment card.

In order to issue the Card, the User submits to the Bank a Request, Admission form and other documentation prescribed by the Bank. The User agrees that the Bank may verify the submitted information, and may require the submission of additional information and documentation if the need arises. The Bank has the discretion right to refuse the Request without specific explanation unless otherwise prescribed by law.

The request must be duly completed and the documentation submitted to the Bank must be complete. In the Request, the Client states the names of the persons to whom the Bank shall issue the Cards.

The Bank shall notify the User of the approval of the Request by invitation to conclude the Framework Agreement and deliver the Card.

Name and surname of the User to whom the Card reads is imprinted on the Card.

The card is valid until the last day of the month and year indicated on the Card and cannot be used after its expiration.

The User, personally, takes over the Card that reads in his name and the envelope containing the PIN in the Bank premises.

The Bank bears the risk of delivering the Card to the User and the Personalized Security Elements of the Card.

The User is obliged to immediately upon receipt of the Card, check the data on the Card, readability of the PIN, as well as whether the Card or the envelope with PIN contains any damage. In case of any defects or damages in this respect, the Customer shall immediately inform the Bank thereof.

Immediately upon receipt of the Card, the User is obliged to take all reasonable and appropriate measures to protect the Personalized Security Elements of the Card.

The Bank owns all the Cards it has issued and upon its request, each Card must be unconditionally returned.

In case the User does not take the Card within 3 months from the day of making the Card, the Bank may destroy the Card.

## 3. USAGE OF THE CARD

User whose name is embossed on the Card is the only person authorized to use it, which means that the Card is not transferable and must not be given to a third party.

Visa Business Debit Card can be used in the country and abroad to pay for goods and services at POS terminals and

to withdraw cash at ATMs and POS terminals at bank counters, which have a VISA sign placed in a visible place, as well as for online payments and catalog telesales, up to the amount of Available funds and within the agreed spending limits. Depending on security assessments, the Bank may introduce spending limits on a daily and / or weekly and / or monthly basis, limits on the number of transactions, and the like.

DinaCard can be used in the country to pay for goods and services at POS terminals and to withdraw cash at ATMs and POS terminals at bank counters, which have a DinaCard sign placed in a visible place, up to the amount of Available Funds and within agreed spending limits. Depending on security assessments, the Bank may introduce spending limits on a daily and / or weekly and / or monthly basis, limits depending on the number of transactions, etc.

The Bank may also offer to the Client Cards of other brands, the features and functionalities of which the Client will be notified.

The User is obligated to use the Card in accordance with the Instruction, as well as in accordance with other prescribed and agreed terms, and must take care and undertake all precautions so that the Card is not lost, stolen, misused or given to another person.

If the Card is retained at an ATM, the Card will be reactivated at the Client's request in the premises of the Bank. In case of PIN blockage at the POS terminal, the Card will be reactivated at the Bank's ATMs.

In case of expiry of the Card or a request by the Bank to return the Card, the Card shall not be used and the Client shall bear all damage caused by using such Card. The User is obligated to, at the request of the Point of Sale, show a document from which he/she can be identified.

The Client is responsible for the proper use of all Cards issued under the Framework Agreement.

The Client may revoke the right to use the Card to the User by submitting a written request to the Bank in which case the Bank will block the Card to the User to whom the revocation applies. The Client may request that the Card be issued to another User by submitting a written request to the Bank.

The available funds must not be exceeded. In case of overdrafting for any reason, the overdraft is due immediately. If the Client is allowed an overdraft / borrowing on account, Available funds also include the approved overdraft funds / borrowing per account. Contract on account overdraft / loan defines the rights and obligations of the Client and the Bank in relation to the overdraft / loan.

The Client undertakes to familiarize the Users with the Instruction and other prescribed and contracted conditions for using of the Card, the manner of reporting the loss, theft or misuse of the Card, the conditions of blocking the Card, as well as other conditions stipulated by the Framework Agreement.

#### 4. RE-ISSUANCE OF THE CARD

Upon expiry, the Bank may automatically issue new Cards.

When issuing the Card, the Bank may issue (re-issue) the International Payment Card to the Client only upon its written request and only if at the time of issuing that card the Client has already been issued a DinaCard card, or possibly another Domestic Payment Card, in accordance with Art. 2 Paragraphs 1 and 2 of these General Conditions.

If it is determined that the Client does not meet the conditions for re-issuance and / or that prior to the expiry of the Card there were no transactions in the Account for 6 months or more and / or any of the conditions for termination of the Framework Agreement occurs, the Bank has the right not to re-issue the Cards. In case of re-issuing, the new cards may be cards of the same type or cards of another type that have the same functionality as the cards that have expired.

The Bank may re-issue the Cards, once or multiple times.

If the Client wishes to change the Users, he is obligated to notify the Bank 30 days before the Card expiry date at the latest.

#### 5. APPROVAL AND REVOCATION OF APPROVAL FOR EXECUTION OF PAYMENT TRANSACTION

Approval to execute a payment transaction, the User gives by:

- entering PIN or signature
  - giving / entering Personalized security elements of the card (e.g. card number, CVV number, etc.) for payment transactions without presence of the Card
  - handing over or using the Card at the Points of Sale where payment is made without entering a PIN or signature, such as contactless payment, toll payment, etc. (for example, on devices through which payment transactions are made by tapping or swiping the Card) and up to the amount of transactions prescribed by the Card System and the Bank.
  - entering of one-time password (OTP) for 3D Secure authentication (Verified by Visa, Mastercard Secure code)
- Transaction for which approval has been given by entering a one-time password for online payment or by entering a PIN at an ATM or POS terminal is considered undeniable.

The Client, that is, the User, may not revoke the approval for the execution of a payment transaction after the User has given the approval for the execution of payment transaction in one of the above foreseen ways, unless the Client has reached a different agreement with the Bank. If the User gave its approval for the payment on a Point of sale, the transaction cannot be cancelled without the approval of the Point of Sale in the form and content acceptable to the Bank.

If the approval for the execution of the transaction is to be given by signature, the User is obligated to sign the confirmation of transaction (transaction slip) at the Point of sale in the same manner as signed on the Card and shall keep one copy of the slip for himself.

The User is obliged to keep one copy of the printed invoice (slip) from the ATMs of the POS terminal, and in case of payment via the internet, i.e. catalog and telesales, he is obliged to keep a copy of order and order number and other supporting documentation.

## 6. EXECUTION OF PAYMENT TRANSACTION

The User issues a payment order to execute a payment transaction in one of the ways foreseen in the previous paragraph of these General Terms. The User is obliged to have a cover in the Account for each transaction for the amount of the transaction, as well as for fees and commissions, so that the transaction is not rejected.

After giving consent for the execution of the transaction by the User, the transaction is processed (the validity of the Card is checked, blockade of the Card, coverage in the Account, etc.) and depending on the results of processing the transactions are approved or rejected.

The User at the Point of Sale or at the pace of payment receives a notification about the transaction failure / rejection.

The Bank is considered to have received a payment order using the Card when the transaction, previously authorized by the User, arrives at the Bank for realization after clearing in the Card System and after debiting the Bank's clearing account.

The Bank reserves funds in the Account for the amount of the transaction, as well as for fees, commissions and costs, until the Account is debited. Reservation of funds reduces the Available funds.

## 7. FEES, COMMISSIONS AND COSTS

Fees, commissions and costs charged by the Bank for services provided under the Framework Agreement are determined and calculated in accordance with the Tariff and are automatically charged from the Account.

Transactions made in RSD currency, as well as fees, commissions and costs incurred in RSD, are recorded in RSD.

Transactions made in currencies other than RSD, as well as fees, commissions and costs related to these transactions, are recorded in EUR currency, regardless of the currency in which the transaction occurred.

If the transaction originated in an original currency other than EUR and RSD, conversion to EUR shall be made by the Card System at the official exchange rate used by the said Card System on the day of the transaction, and which is available on the Card System's official website. The Bank has no influence on the formation of this exchange rate. If there is a fee for making a conversion, such fee shall be determined by the Tariff.

Visa International's Card Association currency is publicly available at the WEB address <https://www.visaeurope.com/making-payments/exchange-rates>

The Mastercard Europe Card Association course is publicly available on the WEB address <https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html>

For conversion from EUR to RSD, the Bank applies its selling rate for EUR on the day of transaction.

The Bank's selling rate for EUR is available on the Bank's website.

Changes in the exchange rate shall be applied immediately and without notice to the Client.

For the transaction amount, as well as for fees, commissions and costs, the Bank debits funds in the Account to which the Cards are tied.

The Bank has the right to collect any due obligation under the Framework Agreement from the funds held in any account the Client has with the Bank.

## 8. DELIVERY OF ACCOUNT STATEMENT AND COMPLAINTS

The Bank shall notify the Client of the performed transactions and changes in the Account, through the statement of the Account, in accordance with the provisions of the framework agreement governing the opening and maintenance of the Account.

The Client undertakes to verify the accuracy of data on the Account statement and, if there is mismatch, to file a complaint with the Bank as soon as possible, and not longer than five days, counting from the day of the statement delivery to the Client. The Bank shall examine any dispute or disagreement on the debit or credit of the Account to which the Client indicates, provide relevant information at its disposal and make necessary adjustments and corrections to the Account depending on the results of the check. If the complaint is unfounded, the Bank will charge for the costs of unfounded complaint in accordance with the Tariff

In case of transactions under point 10, the time limits referred to in that item shall apply, and in case of a complaint, the time limits set out under points 10 and 12 of these General Conditions shall apply.

The Bank is not responsible for possible complaints regarding the quality or possible legal or material defects of the purchased goods or received services, nor for any failure or partial fulfilment of obligations by the Point of Sale. For such complaints the Client / User addresses the Point of Sale.

For all irregularities and defects in the slip from the POS terminal Client / User is obliged to make complaint directly at the Point of sale when paying with the Card.

The Bank shall not be liable if the Point of Sale possibly refuses to accept the Card or provide the Client / User incorrect information.

The Bank is not liable if the transaction is rejected because there is no telecommunication connection with the Card System that processes the transaction.

## 9. LOSS, MISUSE OR THEFT OF CARD

The Client, that is, the User, is obliged to notify the Bank immediately after finding out about the loss, theft or misuse of the Card and request blocking of the Card, on the phone numbers 0700 480 048, 021 48 00 048 and 021 520 333. The Client, that is, the User, may report theft, loss of card misuse, at the nearest branch of the Bank. In case of oral notification, the user is obliged to come to the branch office within three days and confirm the card blocking in writing on the prescribed form. In case he/she does not, the card remains blocked.

Upon receipt of the notification, the Bank shall block the Card. At the request of the User, the Bank may issue a new Card. The Client, that is, the User is obliged to report the theft and unauthorized use of the Card without delay to the Ministry of Interior.

The Client shall bear all losses resulting from the loss, theft and / or misuse of the Card (s) and / or the Personalized Security Elements of the Card, including the costs of blocking and possible issuance of a new Card.

The Client shall not bear any losses incurred as a result of unauthorized payment transactions made after the Client,

that is, the User has informed the Bank that the Card has been lost, stolen or misused, unless such losses were due to fraudulent actions of the Client and/or the User. In case the Client/ User finds the Card, which he previously reported as missing, he must not use it, but must immediately return it to the Bank.

The Client/User shall notify the Bank of any damage to the Card by paying a visit to a Bank Branch. In case of damage to the Card or change of personal data of the User imprinted on the Card, the Bank will replace the Card.

## 10. UNAUTHORISED TRANSACTION

The Client is obliged to notify the Bank about a non-executed, incorrectly executed or unauthorized payment transaction, i.e. to request correct execution of a payment transaction, immediately upon learning of that payment transaction (subjective deadline), provided that such notification or request has been submitted to the Bank no later than within 8 days from the day of debiting (objective deadline).

The Bank shall have the right to reject any complaint filed for non-executed, incorrectly executed or unauthorised payment transaction submitted after the expiry of the deadline from the previous paragraph, if the Bank has provided the Client with information about the payment transaction through the Account statement or other notification of this transaction. In case the Client insists that he User did not approve the payment transaction or that the payment transaction was not executed or not properly executed, the Bank will verify during the complaint procedure if the payment transaction was authenticated, properly recorded and booded and that its execution was not affected by any technical defect or other deficiency.

If the Bank determines that the transaction is authenticated, i.e. correctly executed, the Bank will provide the Client with evidence of an authenticated or correctly executed transaction. A payment transaction is authenticated if the Bank, following appropriate procedures, verifies and confirms the use of the Card, including the Personalized Security Elements of the Card.

If the Bank determines that it is a non-executed, incorrectly executed or unauthorized payment transaction, the Bank shall with no delay refund the transaction to the Client plus the amount of any fees it charged to the Client and any interest to which the User would have been entitled if the unauthorized payment transaction had not been executed, that is, the card Account will be restored to the state in which it would be if the unauthorised payment transaction had not been extended. The Client shall bear all losses, including costs and damages, arising from the execution of unauthorized payment transactions, if those transactions were executed due to fraudulent actions of the Client and / or the User or if the User and / or the Additional User due to intent or extreme negligence:

- failed to immediately inform the Bank immediately upon learning of the loss, theft or misuse of the Card;
- does not use the Card in accordance with the Instruction and other prescribed and agreed terms;
- immediately after receiving the Card, the User does not undertake all reasonable and appropriate measures to protect the Personalized Security Elements of the Card.

The Client shall not bear any losses if the Bank failed to provide the Client and / or the User with an adequate way for reporting on the lost, stolen or misused Card, unless such losses were due to fraudulent actions of the Client and / or the User.

If the Bank determines its own responsibility for non-executed or irregularly executed payment transaction, he Bank may, within the time limit set for the execution of the transaction, properly execute a domestic payment transaction without the Client's request.

If the amount of a payment transaction initiated by the User through the Point of Sale is credited to the account of the Point of Payments payment service provider, this provider is responsible to the Payee for the proper execution of the transaction.

The liability of the Bank in connection with the execution of a payment transaction and the provision of services governed by the Framework Agreement shall be excluded in cases where circumstances arise which could not be influenced by the Bank, and which constitute objective impediments to the execution of the transaction and the provision of services, or envisaged by law. Impediments in the providing of services regulated by the Framework Agreement are all events that impede or disable the provision of these services and are caused by force majeure, war, unrest, terrorist acts, strikes, interruption of telecommunication links or other channels of communication, actions and regulations of any state or other authorized body, interruption or malfunctioning of the payment system, as well as all other events whose occurrence cannot be attributed to the Bank.



The liability of the Bank shall be excluded when, due to the application of regulations governing prevention of money laundering and financing of terrorism, the Bank refuses to execute or reverses the execution of a payment transaction or extends the deadlines for execution of a payment transaction.

The Bank shall, at his request, refund to the Client the entire amount of the authorised and properly executed payment transaction initiated by the User through the payee, if the following conditions are fulfilled: 1) that the User has given approval for execution of the payment transaction without establishing the exact amount of the payment transaction; 2) that the amount of the payment transaction is higher than the amount that the User could reasonably expect taking into account the amounts of its previous payment transactions, the conditions set out in the Framework Agreement and the circumstances of the particular case. The client can submit the request within 56 days from the date of debit.

The Client is not entitled to a refund of the amount of the payment transaction from the previous paragraph if the following conditions are fulfilled: 1) The User has given the Bank approval to execute the transaction; 2) The bank or payee has provided the User with information about the future payment transaction at least 28 days before the due date. The client cannot plead that the higher amount of the payment transaction is the result of exchange of currencies at the agreed reference exchange rate. The Bank may require the Client to provide evidence of facts relating to the fulfilment of the requirements from the preceding paragraph. The Bank is obliged to refund to the Client the full amount of the payment transaction or to inform the Client of the reasons for rejecting the request from the previous paragraph, within 10 business days from the day of receiving of this request.

The Bank shall be liable to the Client for a non-executed or incorrectly executed payment transaction and if for this transaction the intermediary participating in the execution of a payment transaction between payment service providers is responsible.

## 11. THE BANK'S ENTITLEMENT TO BLOCK THE CARD

The Bank has the right to disable the use of the Cards (card lock) if there are justified reasons related to the security of the Card, if there is a suspected unauthorized use or use of the Card for fraud or if there is an increased risk that the Client will not be able to fulfil its obligation to pay to the Bank when the use of the Card is linked to the authorized overdraft of the Account.

The Bank is obliged to inform the Client about the intention of blocking the Card and the reasons for such blocking. If it is not possible to notify him before the Card is blocked or if there is a risk for the Bank that the Card obligations will not be settled, the Bank shall do so immediately after the Card has been blocked. The Bank is obliged to provide the Client with a notice on the intention of blocking or blocking of the Card on paper or on another durable medium.

As an exception to the preceding paragraph, the Bank shall not notify the Client in accordance with the previous paragraph if such notification is prohibited by regulations or if there are justified security reasons.

Depending on the reason for the blockade, the Bank may re-enable the use of the Card or may issue a new Card when the reasons for the blocking cease.

The following are particularly justified reasons for blocking the Card: use of the Card in contravention of the Instruction and other stipulated and agreed terms, delay of the Client in settlement of obligations towards the Bank, as well as occurrence of other reasons for termination of the Framework Agreement by the Bank.

The costs of blocking and replacement of card shall be borne by the Client in accordance with the Tariff.

The Bank shall block the Card in case of finding out about the death of the User, as well as in case of deletion of the Client from the competent register.

## 12. PROTECTION OF PAYMENT SERVICE USERS

The Client shall have the right to complaint in writing to the Bank if he / she believes that the Bank does not comply to the provisions of the law and other regulations governing payment services, provisions of the law and other regulations governing the protection of users of financial services, provisions of the General terms, good business practices related to to such services, or obligations under the Framework Agreement, within three years from the day on which his right or legal interest was violated.

The Client shall have the right to file a complaint with the NBS prior to initiation of a court dispute, if he is dissatisfied with the Bank's response to the complaint or has not received its reply within the period prescribed by law, in writing,

within six months from the day of receipt of the Bank's response to the objection or after expiry of the deadline for responding to the complaint.

The Client has the right, before initiating litigation, to file a complaint with the NBS, Center for Protection and Education of Users of Financial Services, NBS address, 17 Nemanjina Street, 11000 Belgrade or postal fax 712,11000 Belgrade or e-mail address: zastita.korisnika@nbs.rs, if he is dissatisfied with the Bank's response to the objection or has not received its reply within the period prescribed by law, in writing, within six months from the receipt of the Bank's response to the objection or after the legal deadline for responding to the objection.

If the Client is dissatisfied with the Bank's response to the objection or is not provided within the time limit prescribed by law, the disputed relationship between the Client as the complainant and the Bank may be resolved in an out-of-court procedure - mediation procedure.

### 13. INFORMATION AND METHOD AND MEANS OF COMMUNICATION

The Bank provides information to the Client at the Bank's counters, on the Bank's Internet site, by telephone by sending letters and notices, displaying information at the Bank's branches / counter offices and in the Bank premises intended for clients.

All notices and other written communication provided by the Bank to the Client shall be sent to the last contact address provided by the Client to the Bank, which shall also include delivery by e-mail, SMS message, fax or other durable medium, or by other means enabling written communication with the Client.

The Client is obliged to inform the Bank of any change in the User's personal data (first name, surname, citizenship, address, etc.), as well as of any change of address for delivery or change of any other contact information provided to the Bank, immediately after the change occurs, and no later than within 3 days, in writing or in person, with proof of change.

The Client shall be obliged to notify the Bank, either in writing or in person, of the status and other changes that are registered with the competent authority or organizations, within 3 days from the day of receipt of the decision on such change.

The Bank may provide notifications and information to the Client through the Account Statement.

The Client is obliged to provide the technical conditions required for communication with the Bank through the selected means of communication (mobile device, etc.).

All notices provided by the Client to the Bank shall be delivered to the address of the Bank's registered headquarters or its organizational units, or to the e-mail address specified in these General Terms, unless otherwise specified or prescribed for particular notifications, or unless the Client has not received written information from the Bank that the notifications may be sent in a different way.

All contracts are made in Serbian language, and communication during the contractual relationship takes place in Serbian language.

### 14. DURATION AND TERMINATION OF THE CONTRACT

The framework contract is concluded for an indefinite period.

The Client has the right to terminate the Framework Agreement at any time, without giving any reason, by written statement with one month notice.

The Client has the right to terminate the Framework Agreement in other cases stipulated by the law governing the contractual relations or other law.

The Bank has the right to terminate the Framework Agreement at any time, without giving any reason, by giving a written notice to the Client with a notice period of two months.

The Bank has the right to terminate the Framework Agreement without notice in cases determined by the law governing the contractual relationship or by other law.



The following cases, in particular, are considered to be justified reasons for termination of the Framework Agreement by the Bank in the sense of the preceding paragraph:

- The Client is late in settling any monetary obligation under the Framework Agreement or other legal transaction concluded with the Bank for more than 8 days;
- The Bank determines that any document required for the formation of the Client's file is untrue, incomplete and / or legally invalid;
- if any Client's statement is incomplete, untrue and / or null and void for any reason;
- The card (s) are used in contravention of the Instruction and other stipulated and agreed terms;
- The Client submits to the Bank a request for closing the Account or other conditions for closing the Account occur;
- Account blockade.

In case of termination of the Framework Agreement governing the opening and maintenance of the Account and / or closing the Account, this Framework Agreement shall automatically terminate.

The Cards expire as of the day of termination. The Client is obliged to return to the Bank all Cards issued under the Framework Agreement, not later than the day of termination, and if he returns them earlier, the validity of the Cards expires on the day of their return.

In case of termination, the Client is obliged to settle all obligations to the Bank for the services provided under the Framework Agreement by the date of its termination.

## 15. CHANGES AND AMENDMENTS

The Bank shall make changes and amendments to these General Terms in the Bank's business premises intended for clients in a clearly visible place and on the Bank's website no later than 15 days before their implementation. The changes and amendments shall be applied, without special notice to the Client, after the expiration of 15 days from the day of their displaying.

Changes and amendments to the Tariffs will be displayed in the Bank's business premises intended for clients in a clearly visible place and on the Bank's website. The changes and amendments shall be applied without special notice to the Client, from the day of their displaying.

In case of changes and amendments to the Instruction, the Bank will inform the Client in writing or on another durable medium that the changes have been made and will make available the changes and amendments by displaying them in the Bank's premises intended for clients in a visible place and on the Bank's website.

If the Client does not agree with the changes and amendments to the General Terms, the Tariffs and / or the Instruction, he has the right to inform the Bank in writing about the termination of business cooperation and termination of the Framework agreement within 15 days from the date of their expiration, i.e. notification, whereby it is obliged to settle all its obligations towards the Bank beforehand. Failure to do so shall be deemed to have accepted the amendments on the date of their displaying.

The Bank may propose to the Client changes and amendments to the provisions of the Agreement, by submitting to the Client a proposal of such changes and amendments no later than 15 days before the date of their application in writing or on another durable medium. Upon receipt of the proposed changes and amendments, the Client may agree in writing that the proposed changes and amendments have legal effect before the proposed date of their implementation. The Client shall be deemed to have agreed to the proposed changes and amendments if, before the date of application of the proposed changes and amendments, he had not informed the Bank that he had not agreed to the proposed.

## 16. FINAL PROVISIONS

One copy of the Framework Agreement shall be handed over to the Client.

Contracts concluded prior to the application of the Law on payment services shall be subject to the provisions of these General Terms.

In case of disagreement between the provisions of the Agreement referred to in the preceding paragraph and the provisions of these General terms, the provisions of these General terms shall apply.

For all that is not regulated by the Framework Agreement, the provisions of the Law on Payment Services, the Law

on contracts and tort, the Law on Protection of the Financial Services Users and other laws and regulations of the Republic of Serbia shall apply.

By way of derogation from the preceding paragraph, these General terms shall be excluded from the application of the provision from Chapter II of the Law on payment services, except for the provisions under Articles 14 and 15, Article 16, paragraphs 3 and 4 and Article 32, and shall be excluded from the application of the provisions of Articles 37, 51, 53, 58, 60 and 63 of the Law on Payment Services, if these provisions are contrary to the provisions of the General terms or are not contained in the General terms. The application of Article 54 of the Law on Payment Services shall be restricted by excluding the application of the provisions under paragraphs 4, 5 and 6 of Article 54 of the said Law.

Contracts concluded prior to the application of the Law on payment services shall be subject to the provisions of these General terms.

In case of disagreement between the provisions of the Agreement referred to in the preceding paragraph and the provisions of these General terms, the provisions of these General terms shall apply.

These General terms form an integral part of the framework agreement governing the opening and maintenance of Account. In case of disagreement between the General Terms and the Framework Agreement governing the opening and maintenance of Account, the provisions of these General terms shall apply.

These General Terms and Conditions shall apply together with the provisions of the applicable General terms of operating of the Bank, with all amendments thereto adopted during the duration of the Framework Agreement.

If there is a disagreement between:


- the provisions of the Agreement and the General terms, the provisions of the Agreement shall apply;
- the provisions of the applicable General terms of operating of the Bank and the General terms, the provisions of the General terms apply.

In case of dispute, the court having jurisdiction is the jurisdiction of the Bank's headquarters is competent.

These General Terms shall enter into force on the day of their adoption by the Board of Directors of OTP Banka Srbija a.d. Novi Sad and are applied as of 26.04.2019.

As of the day of enforcement, these General terms shall supersede General terms of operating – part IV – Annex 10 – General terms for the issuance and use of debit cards applicable to legal entities adopted at the session of the Board of Directors of OTP Banka Srbija a.d. Novi Sad no. 24390/15 dd 13.08.2015, in force as of 01.01.2015, with all subsequently adopted changes and amendments.

OTP Banka Srbija a.d. Novi Sad



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President of the Board of Directors

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