

GENERAL TERMS OF OPERATING FOR THE ISSUANCE AND USAGE OF VISA BUSINESS CREDIT CARD WITH INTEREST-FREE PERIOD APPLICABLE TO LEGAL ENTITIES

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 Natlional 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 Clients, 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 VISA Business credit card
- 2) Card-payment instrument that enables the User to pay for goods and services and/or withdraw cash up to the amount of Credit limit
- 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) Loan – revolving loan that the Bank grants to the Client with which it disposes of by using of the Card(s)
- 6) Request - Request for Card issuance
- 7) Contract - Agreement for the issuance and use of VISA Business credit card
- 8) Instruction - Instruction on how the user should act for the purpose of safe use of the card
- 9) Credit limit – maximal loan amount that may be used throughout the Card(s) validity
- 10) Available funds-unused or renewed loan amount at disposal of the User minus the amount of reserved funds
- 11) Card account – account in which booking data on payment transactions made by using the Cards are maintained, including interest, fees, commisssons and costs, as data on the Credit limit and Available funds
- 12) 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
- 13) 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
- 14) 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
- 15) Tariff - Excerpt from the Bank's documents on tariffs of fees and other costs that the Bank charges to Clients
- 16) ATM-electronic device intended for execution of cash withdrawal payment transactions and checking of balances on users' accounts, as well as other services
- 17) 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
- 18) 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
- 19) Accounting period - period for which the Bank calculate due liabilities, fees, commissions, costs ad interest for the loan, and for which the Bank delivers to Client the Statement

- 20) Date of calculation - a day in each month on which the Bnk calculated due liabilities fees, commissions, costs and interest for the Accounting period
- 21) Statement – notification which contains information about executed transactions and changes on the Account card, as well as the information to be paid and the Available funds which the Bnk delivers to the Client on a monthly basis
- 22) Unauthorized transaction-Transaction executed without the consent of the User
- 23) Account - Client's account with the Bank which is debited automatically for the settlement of monthly and other loan liabilities
- 24) NBS-National Bank of Serbia
- 25) Card System – Card Organization for Issuing and accepting payment cards (VISA International for VISA Cards)
- 26) 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 order to approve the Loan, the Client submits to the Bank a Request, Admission Form and other documentation prescribed by the Bank. The Client agrees that the Bank may verify the information provided, 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 special justification, unless otherwise provided by law.

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

The Bank shall notify the Client of the approval of the Request by invitation to conclude the Framework agreement and the Cards deliver.

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 and the envelope containing the PIN in the Bank premises. In the name of the User, the Client may take over the Cards and envelopes containing Pin codes in the Bank premises.

The Bank bears the risk of delivering the Card to the User and the Personalized Security Elements of the Card. If the Client takes over the Cards in the name of the User, the Bank bears the risk of delivering the Card to the Client and 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 User shall immediately inform the Bank thereof.

Immediately upon receipt of the Card, the User is obligated 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, i.e. the Client does not take the Card within 3 months from the day of making the Card, the Bank may destroy the Card.

3. USE OF THE CARD

Loan funds can only be used through Cards.

The user whose name is imprinted 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.

The Card can be used at home 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 visibly displayed VISA sign, as well as for online payments and catalog telephone sales, up to the amount of Available funds and within the agreed spending limits. Depending on security assessments, the Bank may impose spending limits on a daily and/or weekly and/or monthly basis, limits on the number of transactions, etc.

By repayment of the used amount of the Loan, the Available amount in the amount of the repaid portions of the Loan repayments of the Loan is restored, up to the Credit Limit. The used but repaid amount of the Loan can be re-used during the validity period of the Card.

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 take all precautions so that the Card is not lost, stolen, misused or given for use to another person.

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

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

In case of expiry of the Card or at 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 can be identified.

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 User may revoke the use of the Card by submitting a written request to the Bank with the simultaneous return of the Card to the Bank at one of its counters, upon which the Card will be destroyed.

Credit limit must not be exceeded. In case of exceeding the credit limit for any reason, the over the limit amount is due immediately.

The Client undertakes to familiarize the Users with the Instruction and other prescribed and contracted conditions for using 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. REPLACEMENT OF THE CARD

Upon expiry, the Bank may automatically issue new Cards.

During the replacement, the Bank reassesses creditworthiness of the Client in accordance with its internal documents. If it is determined that the Client does not meet the conditions for replacement and / or that no Card Account transactions have been made within 6 months or more before the expiry of the Card and / or any of the conditions for termination of the Framework agreement occurs, the Bank has the right not to replace the Cards. In case of replacement, the new cards may be cards of the same type or cards of another type that have the same functionality as cards that have expired.

The Bank may replace the Cards, once or multiple times.

If the Client wishes to change the Users, it 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 (eg 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 – by reading a magnetic card data)) 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, i.e. 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 approval for the payment transaction 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 on 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 obligated to keep one copy of the printed invoice (slip) from the ATMs and the POS terminal, and in case of payment via the internet, i.e. catalog and telesales, he is obligated to keep a copy of order and number of order 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 Client is obligated 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 or the Processor, and after debiting the Bank's clearing account.

The Bank reserves funds in the Account in the amount of the transaction, as well as for fees, commissions and costs, until the Card 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.

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 for the purpose of reserving the funds in the Card account and debiting of that Account, 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 interest rate and currency exchange rate are effective immediately and without prior notice to the Client

If the Client does not pay to the Bank any monetary liability when due, he is obligated to pay to the Bank, in addition to

the amount of the monetary obligation which he delays to fulfil, default interest on that claim, starting from the day following the day of maturity until the final payment of the claim at the rate determined by the applicable regulations.

8. REPAYMENT OF OBLIGATIONS

The Bank automatically debits the Account for the due obligations. The Client is obligated to provide sufficient funds in the Account to fulfill the obligations under the Framework agreement.

If the Client does not have an Account or the Account does not hold sufficient funds for payment of due obligations, it is obligated to fulfill the due obligations himself.

If the Client, after signing the Contract, opens a current account with the Bank, it is obligated to submit a request for change of the method of repayment of obligations by automatic collection from that account.

The Bank is entitled to collect any due obligation under the Framework agreement from the funds held in any Client's account with the Bank.

9. ACCOUNT STATEMENT DELIVERY AND COMPLAINTS

Once a month, and no later than 10 days from the day of calculation, the Bank shall deliver to the Client the Account statement, free of charge, in accordance with the previously agreed terms for the Statement delivery.

If the Client does not receive the Statement within 8 days from the day of calculation, he is obligated to immediately contact the Bank and ask for the information about the level of his obligation due. If the Bank determines that the Statement has been delivered, the Statement will be delivered to the Client with the fee foreseen under the Bank's Tariffs. Failure to obtain a Statement does not extend the deadline for settlement of obligations.

The Client undertakes to verify the accuracy of the information on the Account Statement and, if he finds disagreement, to file a complaint to the Bank as soon as possible, within the period not longer than five days, counting from the day the Account Statement was delivered to the Client. The Bank shall examine any dispute or disagreement on the debit or credit in the Account to which the Client indicates, provide the 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 the costs of the unfounded complaint in accordance with the Tariff.

In case of unauthorised transactions and objections time limits referred to in clause 12 and 15 of these General terms shall apply.

The Bank is not responsible for any complaints regarding the quality or possible legal or material defects of the purchased goods or services received, as well as for any failure or partial fulfillment of obligations by the Point of Sale. For such complaints, the Client addresses the Point of Sale.

For all irregularities and defects on the slip from the POS terminal, the User is obligated 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 provides the User with 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.

10. COLLATERAL

In order to secure the Bank's receivables and for the timely settlement of the obligations arising from the use of the Cards, the Client is obligated to provide the collateral defined by the Contract before issuing of the Cards.

During the loan repayment period, the Client may propose to the Bank replacement of one or more collateral. The Bank will accept the above proposal if it evaluates that the offered collateral by value and recoverability corresponds to the existing collateral. All possible costs related to the proposed replacement of collateral shall be paid by the Client.

The Bank has the right to activate the collateral if the Client defaults in repaying any of his monetary obligations under the Framework agreement, as well as if conditions for termination of the Framework agreement occur.

The Client agrees that the Bank may without delay activate the promissory note in the event of Account blockade, or in case of delay of the Client under any obligation under the Framework agreement, without prior notification to the Client.

11. LOSS, MISUSE OR THEFT OF CARD

The Client, that is, the User, is obligated 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, i.e. the User, may report theft, loss of card misuse, at the nearest branch of the Bank. In case of oral notification, the user is obligated 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 Client, the Bank may re-activate the Card or issue a new card.

The Client, i.e. the User is obligated to report without delay to the Ministry of Interior theft and unauthorized use of the Card.

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 reissuance of a new Card.

The Client shall not bear any losses incurred as a result of unauthorized payment transactions made after the Client i.e. 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 the Client i.e. the User.

In case the Client i.e. the User finds the Card, which they previously reported as missing, they must not use it, but must immediately return it to the Bank.

The Client i.e. the User shall notify the Bank of any damage to the Card in a way foreseen in paragraph 1 of the Article hereto. 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.

12. UNAUTHORISED TRANSACTION

The Client is obligated to notify the Bank about 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 has the right to reject any complaint filed due to an unauthorized payment transaction submitted after the expiry of the period referred to in the previous paragraph, if the Bank has provided the Client with information about the payment transaction through the Statement or other notification about this transaction.

In case the Client claims that the User did not approve the payment transaction or that the payment transaction has not been executed or incorrectly executed, the Bank shall check during the complaint procedure if the payment transaction was authenticated, correctly recorded and booked and that its execution was not affected by any technical malfunction or other deficiency.

If the Bank determines that the transaction is authenticated, that is, correctly executed, the Bank will provide the Client with evidence of the authenticated or correctly executed transaction. A payment transaction is authenticated if the Bank, by applying appropriate procedures, checks 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 will immediately refund the transaction to the Client increased for the amount of all fees it charged to the Client and all interests to which the Client would have been entitled if the unauthorized payment transaction had not been executed, that is, it will return the Card account to the state in which it would have been had the unauthorized payment transaction not been executed.

The Bank shall, on the basis of the Client's complaint, initiate a complaint procedure with the Card System that is conducted in accordance with the rules and deadlines defined by the rules of the Card System. If the complaint procedure is resolved in favor of the Bank, the Bank will make a refund, that is, it will return the Card Account to the state in which it would be if the transaction complained about had not been executed in accordance with the amounts stated

in the positively resolved complaints. In that case, the Client will be exempted from paying the costs of the complaint.

If the complaint procedure before the Card System is not resolved in favor of the Bank and /or the deadlines for its initiation have expired, all losses incurred as a result of non-executed incorrectly executed or unauthorized payment shall be borne by the Client. In that case, the Client shall also bear all costs of the complaint procedure.

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 due to intent or extreme negligence:

- Client, i.e. the User fails to immediately inform the Bank immediately upon learning of the loss, theft or misuse of the Card;
- User 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, i.e. 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 and/or irregularly executed payment transaction, the 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 Sale 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 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.

13. THE BANK'S RIGHT TO BLOCK THE CARD

The Bank has the right to disable the use of the Cards (card block) 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 fulfill its obligation to pay to the Bank.

The Bank is obligated 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 obligated 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 to the Client, i.e. the User a new Card when the reasons for the blocking cease.

The following are particularly justified reasons for blocking the Card: considerable deterioration of the Client's credit-worthiness, use of the Card (s) 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.

14. THE BANK'S RIGHT TO ASSIGN THE RECEIVABLES AND ENGAGE A THIRD PARTY IN ORDER TO COLLECT THE DUE RECEIVABLES

In case of defaulting under the Framework agreement, the Bank has the right to sell/assign all its claims against the Client to another bank or other legal entity (assignee) in line with the positive regulations or to engage a third party to collect all its claims from the Client.

The Client agrees and authorizes the Bank to, in case of assignment of claims arising under the Framework agreement, or engagement of a third party to collect claims arising under the Framework agreement, information known to the Bank relating to the amount of claims, repayment method, maturity, collateral, the personal data or personal data of the Client's proxy and any other information obtained by the Bank in the process of granting this Loan and within the term of the Framework agreement, and in connection with the Client, may communicate to the assignee, that is, to the third party in order to collect the claims arising from the use of the Card.

15. PROTECTION OF PAYMENT SERVICE USERS

The Client has the right to make an objection in writing to the Bank if it 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 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 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 the response 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.

16. 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 obligated to inform the Bank of:

- Any change in the Client's personal data (first name, surname, citizenship, address, etc.), of any change of personal data of the User,
- Any change of address for delivery or change of any other contact information provided to the Bank,
- On any fact or circumstance relevant for fulfilling the obligations under the contract, particularly in relation to the data inputted into the Loan documentation collateral, that is, the data relevant for the evaluation of his financial statement and credit worthiness.

The Client has the obligation to report to the Bank all changes listed in the previous paragraph immediately after the change occurs, and no later than within 3 days, in writing or in person, with proof of change.

The Client is obligated to notify the Bank, in writing or in person, of any status and other change registered with the competent authority or organizations within 3 days from the day of receipt of the decision on such change and provide proof of the change.

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

The Client is obligated 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.

17. DURATION AND TERMINATION OF THE CONTRACT

The 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 relationship 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 one month.

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;
- The Bank determines that any document required for the formation of the Client's credit file is untrue, incomplete and / or legally invalid for any reason;
- If any Client's statement is incomplete, untrue and / or null and void for any reason;
- If the Client, at the request of the Bank, does not submit within 7 working days the documentation requested for the reassessment of the Client's credit worthiness;
- If during the reassessment of the Client's credit worthiness, the Bank concludes that the Client does not fulfil the credit worthiness. Related condition stipulated by the Bank's documents which determine conditions for credit-worthiness;
- initiation of bankruptcy proceedings, liquidation or other status change, i.e. other condition that may lead to termination of the Client;
- The card (s) are used in contravention of the Instruction and other stipulated and agreed terms
- Account blockade.

The Cards expire as of the day of termination. The Client is obligated 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, all obligations to the Bank for the services provided under the Framework agreement are considered due.

The Client is obligated to settle all obligations towards the Bank for the services rendered under the Framework agreement by the date of its termination.

18. CHANGES AND AMENDMENTS

The Bank shall display changes and amendments to these General Terms in the Bank's business premises intended for clients in a visible place and on the Bank's website no later than 15 days before their application.

The changes and amendments shall be applied, without special notice to the Client, after expiry of 15 days from the date 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 amendments are applied without special notice to the Client, from the day of their expiry.

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 to the Client these 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, it has the right to inform the Bank in writing about the termination of business cooperation and termination of the Framework agreement, whereby it is obligated to settle all its obligations to the Bank beforehand. If it fails to do so, it shall be deemed that the Client has accepted the changes and amendments on the day of their displaying.

The Bank may propose to the Client changes and amendments to the provisions of the Contract, 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 application. 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, it had not informed the Bank that he had not agreed to the proposal.

16. FINAL PROVISIONS

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

For all that is not regulated by the Framework agreement, the provisions of the Law on Payment Services, Law on contracts and tort, and other laws and regulations of the Republic of Serbia shall apply.

These General terms exclude 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 shall apply together with the provisions of the applicable General terms of operating of the Bank, with all changes and amendments thereto adopted during the duration of the Framework agreement.

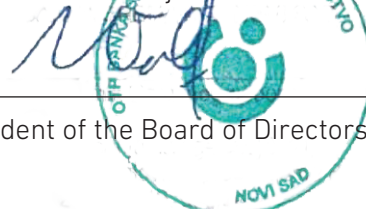
If there is a disagreement between:

- Provisions of the Agreement and the General terms, the provisions of the Agreement shall apply;
- 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 competent court having jurisdiction over the Bank's headquarters shall have jurisdiction. 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 7 – General terms for the issuance and use of visa business credit card applicable to legal entities adopted at the session of the Board of Directors of OTP Banka Srbija a.d. Novi Sad no. 7/19 dd 25.01.2019, in force as of 17.03.2019.

OTP Banka Srbija a.d. Novi Sad



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