

Based on Article 73, paragraph 1, item 5 of the Law on Banks ("Official Gazette of the Republic of Serbia", Nos. 107/2005, 91/2010, and 14/2015), and Article 38 of the Statute of Adriatic Bank JSC Belgrade (hereinafter: the Bank), the Management Board of the Bank adopts the following

GENERAL RULES AND CONDITIONS OF BUSINESS OF ADRIATIC BANK JSC BELGRADE

INTRODUCTORY PROVISIONS

Basic information about the Bank:

Business Name: ADRIATIC BANK JSC BELGRADE

Registered Office: Municipality: Belgrade – Palilula, Dalmatinska Street No. 22, 11000 Belgrade

Tax Identification Number (TIN): 100003148

Company Registration Number (CRN): 07534183

Bank's Website: www.adriaticbank.rs

E-mail Address: client.service@adriaticbank.rs;
office@adriaticbank.rs

Contact Center: +381 11 33 06 300

Operating License issued by the National Bank of Yugoslavia, Decision No. 269 dated November 12, 1990.

I GENERAL PROVISIONS

Article 1.

The General Rules and Conditions of Business (hereinafter: **General Conditions**) regulate:

- standard terms of business of Adriatic Bank JSC Belgrade (hereinafter: **the Bank**) applicable to all natural and legal persons (residents and non-residents), entrepreneurs, farmers, and other persons registered in the competent authorities' register who use or have used the Bank's services or have approached the Bank for the purpose of using services and whose identity the Bank has established in the prescribed manner (hereinafter: **the Client**);
- general conditions for establishing a relationship between the Client and the Bank;
- the communication procedure between the Client and the Bank;
- other general rules and conditions of business between the Client and the Bank.

For Bank Clients who are considered users of financial services within the meaning of the Law on Protection of Financial Service Users, namely: a natural person, an entrepreneur, a farmer as the holder or member of an agricultural holding (hereinafter: **Natural Person – User**), the Bank has special rights and obligations within the meaning of the Law on Protection of Financial Service Users which do not apply to other clients from paragraph 1 of this Article.

Application of General Conditions

Article 2.

The General Conditions apply to all relationships between the Bank and the Client arising from contracts and are considered an integral part of those contracts.

The General Conditions also include acts that determine fees and other costs that the Bank charges to the Client (e.g., Tariff of Fees).

In case of inconsistency with these General Conditions, the rules of the Bank's General Conditions regulating the rules and conditions of business for specific types of services or different categories of Bank Clients (for payment services, electronic banking, payment card operations) shall primarily apply. In case of mutual inconsistency between a concluded contract and the General Conditions, in relations between the Bank and Clients, the provisions of the concluded contract shall be primarily binding, followed by the provisions of the General Conditions. When the Client is a natural person/user, the General Conditions may be directly applied to elements of the financial services contract that are not prescribed as mandatory.

The Bank shall display the General Conditions in a visible place in its business premises and on its website in the Serbian language, within the legally prescribed period.

The Bank is obliged to provide the Client with appropriate explanations and instructions regarding the application of the General Conditions in connection with a specific financial service, as well as to deliver these conditions to them in writing without delay upon their request. For the purposes of the General Conditions,

written form means text or a document prepared on paper or another durable medium, including an electronic document.

The Client will be informed of amendments and additions to these General Conditions in the agreed manner, or by making them available, as well as by displaying them in the Bank's premises and on the Bank's website, no later than 30 days before their application begins, with a clear indication of the date from which they begin to apply, unless positive legal regulations require a different deadline.

Upon opening an account with the Bank or establishing business cooperation with the Bank, the Client may, at their request, receive a copy or an appropriate excerpt from the General Conditions at the Bank's counter, along with appropriate explanations and instructions regarding the application of the General Rules.

Conditions and Manner of Communication

Article 3.

The Bank communicates with the Client orally and in writing, by delivering documents in the following ways:

- by direct delivery of the document to the Client in person at the Bank's counter or through persons registered for delivery services;
- by delivery to the residential address/place of stay of the natural person, or the registered office of the legal entity, of which the Client has informed the Bank in the manner specified by these General Conditions, or for legal entities according to data from the Business Registers Agency or other competent authority for business registration;
- by delivery to the Client's last reported e-mail address in accordance with the Bank's procedure or another form of electronic communication adequately agreed upon mutually;
- by SMS message, via electronic and mobile banking ("push" notifications);
- through informational and advertising material, call center, website;
- by delivering data on a durable medium

The Client may inform the Bank by telephone of a change in the address for document delivery (alternative address). The Bank will first identify the Client by verifying the personal data provided by the Client when establishing a business relationship with the Bank and which are in the Bank's system. This telephone conversation will be recorded and will constitute proof of the change of delivery address made by the Client, with which the Client agrees by signing the contract with the Bank.

Notifications from the Bank shall be deemed duly delivered if sent to the Client's last known address on the day of dispatch of the written document or durable medium, to the post office or a company registered for delivery services, which includes delivery via e-mail, as well as via electronic and mobile banking and SMS message. The Bank shall not be liable for any damage suffered by the Client due to the delivery of documents to the wrong address if the Client has not timely informed the Bank of the change

Article 4.

Any written communication between the Client and the Bank made in person or through persons registered for delivery services shall be deemed received by the Bank only after the Client's copy of the document has been certified with the Bank's receipt stamp or after a written confirmation of receipt has been issued by the Bank.

Article 5.

The Bank does not assume nor can it bear responsibility regarding the authenticity, validity, or completeness of received documents, harmful consequences that may arise in connection with the use of written material unsuitable for such documents, correct interpretation or translation, nor for the type, quantity, or nature of goods to which the documents refer.

Documents of foreign origin presented to the Bank as proof of identity or authorization will be carefully examined for their suitability in accordance with binding laws and regulations and the Bank's internal acts.

However, the Bank bears no responsibility in this regard beyond the scope of due diligence rules.

The Bank is not obliged to examine the authenticity, completeness, and validity of documents of domestic or foreign origin sent to it or in its possession, beyond the scope of due diligence, in connection with the appointment of guardians, receivers, or other administrators, but in case of doubt, it will report to the competent authorities in accordance with these General Conditions and relevant laws and other regulations.

Article 6.

Any written communication delivered to the Client in accordance with relevant regulations shall be considered validly delivered to the Client if the Bank possesses:

- a printed document of any kind (return receipt, confirmation of dispatch, etc.) or
- a duplicate of the relevant letter or a confirmation of receipt or a delivery note with the signature or initials of the Client or an employee of the Client (or persons authorized on other grounds for receiving or recording the delivery of the relevant shipment), as well as in other cases provided for by relevant regulations governing the manner of delivery, or
- proof of sending an e-mail, electronic and mobile banking message, and SMS message

Depending on the nature of the business, the Bank may require the Client to submit certain documents and notifications in the original or a copy, with or without certification by the competent authority that the copy is true to the original, with a translation into Serbian certified by an authorized court interpreter, with an Apostille or other confirmation of legalization of the document, depending on the country of origin of the document.

Article 7.

In the event of non-receipt of a notification of any kind after the usual time for the receipt of postal and other notifications has expired, and especially notifications regarding the execution of a given payment order or payment in favor of the Client, as well as regarding the receipt of money, the Client is obliged to inform the Bank thereof without delay.

If specific contracts between the Bank and the Client provide for delivery deadlines different from the deadlines provided for in these General Conditions, the deadlines from the contract shall apply.

Article 8.

The Bank may, at the explicit written request of the Client in writing, dispatch securities, at the Client's risk, by insured or uninsured registered mail or with a small declared value.

RIGHTS, OBLIGATIONS, AND RESPONSIBILITIES OF THE BANK

Rights and Obligations of the Bank

Article 9.

In relation to Clients, the Bank has the right to:

- freely decide on the choice of Client with whom it will enter into business relations, which implies the Bank's discretionary right to refuse to conclude a contract or provide a service to the Client, without special explanation;
- not open an account if it determines that the Client is on official embargo and sanctions lists in accordance with local and/or international regulations related to the prevention of money laundering and terrorist financing, as well as if opening an account for that Client would represent a reputational risk for the Bank;
- request from the Client data necessary for the execution of its prescribed obligations in preventing money laundering and terrorist financing or arising from international treaties. If the Client fails to provide data that would enable the Bank to conduct Client analysis and/or execute a specific payment transaction in accordance with regulations on preventing money laundering and terrorist financing, the Bank will not establish a business relationship, or will refuse to execute a specific payment transaction on the order and/or for the account of the Client, and if provided for by regulations, business policy and/or the Bank's decision, will terminate an already established business relationship;
- without the Client's consent, block the use of certain products and services, terminate an already established business cooperation to protect against the Bank's exposure to money laundering and terrorist financing risks in accordance with the law, international sanctions against certain countries, other regulations, and Bank acts regulating this area;
- dispose of funds in the Client's accounts without their written consent or order in forced collection proceedings, for payment based on final and enforceable decisions of a court and/or other state body, as well as in other cases prescribed by applicable regulations;
- debit the Client's account to collect the Bank's due claims against the Client, if such a collection method is contracted;
- The Bank also has other rights in accordance with the law, other regulations, these General Conditions, and other Bank acts, as well as in accordance with the contract it has concluded with the Client.

The Bank is obliged to:

- in business relations with Clients, act with due diligence, in accordance with the law and other regulations, and Bank acts, ensuring the application of good business customs, good business practice, and the principles of conscientiousness and honesty;
- inform the Client clearly and understandably about products and services;
- act upon the Client's written orders and instructions if they are in accordance with the General Conditions and the law;
- advertise its services clearly and understandably, and advertising may not contain inaccurate information or information that could create a misconception about the conditions under which the Client uses the services

Exclusion of Bank's Liability

Article 10.

The Bank is not liable for damage that occurs due to force majeure. For the purposes of these General Conditions, force majeure includes riots, states of war, natural disasters, strikes, terrorist acts, epidemics, traffic disruptions, legal and by-law regulations, administrative regulations of domestic or foreign competent authorities, changes in the foreign exchange market, blocking of funds by third parties in the country and/or abroad due to compliance with prescribed international standards for preventing terrorism and money laundering, power outages or interruptions in communication means or equipment or software of the Bank or third parties, as well as other circumstances that the Bank could not have foreseen and over which it can have no influence. The Bank will take measures necessary to minimize or limit any impact that would cause damage to the Client.

The Bank is not liable for damage that occurs as a result of actions taken by the Client contrary to the General Conditions of Business, contracts, and the Bank's orders.

The Bank is not liable for damage that occurs as a result of actions by competent state authorities that hinder its operations, which the Bank could not avoid or prevent.

The Bank is not liable for damage caused to the Client or a third party due to unclear and incorrect instructions received from the Client or third authorized persons.

Obligation to Act with Professional and Due Diligence

Article 11.

In fulfilling its business obligations, the Bank acts with professional and due diligence, in accordance with positive legal regulations, its general acts, business rules, and specific contracts.

The Bank has special rights and obligations towards users of financial services within the meaning of the Law on Protection of Financial Service Users (natural person, entrepreneur, farmer), in accordance with the provisions of the said law.

Liability for Activities Entrusted to a Third Party

Article 12.

The Bank is liable for activities related to its business that it has entrusted to a third party, in accordance with applicable regulations and concluded contracts.

Obligation to Maintain Banking Secrecy

Article 13.

In its operations, the Bank adheres to the obligation of maintaining banking secrecy regarding data related to personal data, financial status and transactions, as well as ownership or business connections of Clients, data on the status and turnover on individual deposit accounts, and other data that the Bank obtains in its business with Clients.

The Bank and members of its bodies, shareholders, employees of the Bank, as well as the Bank's external auditor and other persons who, due to the nature of their work, have access to data constituting banking secrecy, may not disclose such data to third parties nor use them contrary to the interest of the Bank and its Clients, nor may they allow third parties access to such data.

The obligation to maintain banking secrecy does not cease even when a person's status, based on which they gained access to data constituting banking secrecy, ceases.

The Bank may disclose Client data considered banking secrecy to third parties only with the Client's written approval, which may also be contained in the contract the Client signs with the Bank, unless otherwise prescribed by law.

Exceptions to the Obligation of Maintaining Banking Secrecy

Article 14.

The obligation to maintain banking secrecy does not exist if data is disclosed in accordance with applicable regulations (e.g., to judicial and executive authorities, other state bodies and organizations, in connection with property proceedings, and based on a property custodian or consular representations of foreign states, after submitting written documents proving the legitimate interest of these persons, to a professional association founded by banks or agreements with the National Bank of Serbia, as well as in other cases prescribed by the Law on Banks, the Law on Payment Services, and other laws).

Personal Data Protection

Article 15.

The Bank processes personal data of the Client and other persons for the purpose of carrying out its activities, applying all principles of personal data processing, and in the presence of legal grounds for personal data processing, all in accordance with applicable regulations governing personal data protection.

Detailed information on the processing and protection of personal data, as well as on the rights of individuals, can be found in the document "Information on the Protection of Clients' Personal Data," which is published on the Bank's website www.adriaticbank.rs, as well as in the documentation provided to the Client by the Bank when establishing business cooperation.

RIGHTS AND OBLIGATIONS OF THE CLIENT

Obligation to Inform the Bank of Changes in Data

Article 16.

The Client is obliged to immediately inform the Bank of all changes to personal and family name, address, employer, changes in registered office, principal activity, status and other changes registered with the competent authority, and changes in authorization for representation, the scope of their authorizations and authorized persons, as well as all other changes relevant to the smooth conduct of business through the Bank. The Client is obliged to immediately inform the Bank of changes in other elements important for servicing their obligations to the Bank, such as change of employment, loss of employment, reduction or loss of income, and others.

Throughout the entire loan repayment period, the Client is obliged, at the Bank's request, to submit all necessary documentation required for determining the Client's creditworthiness and fulfilling obligations provided for by applicable regulations. All possible costs of obtaining documentation shall be borne by the Client. If the Client fails to submit the requested documentation, the Bank will attempt to obtain the documentation itself, and will debit the Client's account for all costs incurred in this process.

The Client is obliged to provide the Bank with true and authentic documentation, data, and statements, prescribed by law, other regulations, and Bank acts.

All documents submitted by the Client to the Bank in a foreign language must be translated and certified by an authorized court interpreter. If positive regulations of the Republic of Serbia or applicable international regulations and/or agreements so require, the said documents must be duly legalized (certified with an apostille, etc.).

The Client bears the damage resulting from non-compliance with their obligation to inform the Bank.

Authorization for Managing and Disposing of Funds in the Account

Article 17.

The Client may authorize a person to dispose of funds in the account within the given authorization, except for term deposit accounts. The right of disposal given by authorization ceases upon the death of the owner, revocation of the authorization by the account owner, or expiry of the term for which it was given, or for other reasons prescribed by law.

When opening an account, the Client shall state the name of the person authorized to manage the account, provide documentation acceptable to the Bank for that person, and deposit that person's signature.

The Client may authorize multiple persons to dispose of funds from the account based on an authorization given on a specially prescribed form, the Specimen Signature Card.

Article 18.

Persons authorized by the account owner to dispose of funds from the account are not authorized to issue new or withdraw existing authorizations, nor are they authorized to close the account.

Exceptionally, the account owner may specifically authorize another person to execute an explicitly stated transaction on that account. A special power of attorney for such a transaction must be certified by the competent authority (court, diplomatic consular representation of the Republic of Serbia abroad, or other competent authority in accordance with the specific case and applicable regulations). A special power of attorney may also be issued for term deposit accounts.

The Bank shall not be liable for any loss suffered by the Client if the Bank has followed the instructions contained in a special authorization signed by the Client and if it has exercised due diligence in establishing the identity of the person specially authorized to carry out the banking transaction in question.

Article 19.

The person authorized to manage the account is the only person, besides the account owner, authorized to dispose of funds from that account, even if the Bank has been presented with proof that the funds in the account are owned by a third party, unless otherwise provided by legal and other relevant regulations.

Article 20.

The Client must inform the Bank in writing without delay of any changes or additions to data relevant to the management of the account and disposal of funds from the Client's account, especially given authorizations for account management.

Changes and additions from the preceding paragraph of this Article shall be legally binding on the Bank only from the moment of their receipt in the form of a written notification delivered to the Bank, and the Bank shall not be liable for damage caused by the account owner's failure to provide information relevant to account management.

Article 21.

Authorizations and deposited signatures of persons authorized to manage the account, or dispose of funds in the account, are valid until their revocation, given in writing as prescribed by the Bank or in a form determined by applicable regulations.

If the Bank, in accordance with applicable regulations, in its operations obtains information about a change in the Client's data (e.g., change of person authorized for representation), it is authorized to suspend the disposal of funds from the Client's account until adequate documentation is submitted.

Article 22.

Upon delivery to the Bank of written notification with appropriate proof of the death of the natural person in whose name the account is held, or upon delivery of reliable and verifiable information about the death of the natural person in whose name the account is held, the authorization and any powers of attorney given for account management shall cease to be valid, and all payment cards linked to the said account shall be blocked for all further transactions, i.e., shall cease to be valid. Until this moment, the powers of attorney delivered to the Bank are valid, and the Bank is not liable for any damage that may arise for third parties up to that point due to the management and disposal of funds from the Client's account by the attorney-in-fact.

Upon receipt of the notification/information from the preceding paragraph, the Bank will allow account management only on the basis of a final and enforceable decision of a competent court or other authority or a valid and binding decision on guardianship over the estate or other decision of a competent authority, in accordance with applicable legal regulations.

Special Purpose Account for Payment of Founding Capital

Article 23.

For the purpose of paying founding capital, and in accordance with applicable regulations, the Bank may, at the written request of the Client – a company in the process of incorporation, open an appropriate account for these purposes.

Depending on the fulfillment of conditions provided for by relevant regulations, particularly the submission of appropriate documentation and payment of a certain amount of founding capital, the Bank may issue such a Client an appropriate Confirmation of Payment of Founding Capital.

Account Blocking and Closure

Article 24.

The Bank blocks an account upon receiving notification of the owner's death, at the owner's request (e.g., loss or theft of a payment card), as well as based on a court order, decisions of other competent authorities, and other grounds, in accordance with applicable regulations and Bank acts.

The Bank closes an account at the Client's request or based on a specially certified authorization in accordance with regulations, Bank acts, and contract provisions, as well as based on a court order and decisions of other competent authorities.

The Bank has the right to terminate the Account Opening and Maintenance Agreement:

- if the Client is deleted from the register;
- if it is unable to identify the Client in accordance with applicable regulations;
- by a decision of the Bank;
- in other cases provided by law

Client's Right to Information and Protection of Rights and Interests

Article 25.

The Client has the right to receive explanations and instructions from the Bank regarding the application of the general conditions of business, as well as to have these conditions delivered to them without delay upon their request. The Client has the right to information, which means receiving information, data, and instructions related to their contractual relationship with the Bank, in the manner and within the deadlines established by the contract, and particularly information on the account status and changes, loan or credit card debt status, interest rates and fees for a specific type of transaction, as well as other information related to the general conditions of business or the specific business relationship between the Bank and the Client, all in accordance with positive legal regulations.

The Client has the right to request a copy of the contract during the term of the contractual relationship and to change the method of communication with the Bank, except when it is incompatible with the nature of the service or contrary to the provisions of the concluded contract.

Contracts may not contain a referring norm to the general conditions and other Bank acts when it comes to elements prescribed as mandatory elements of the contract by the Law on Protection of Financial Service Users.

Obligation to Check Reports and Right to Complain

Article 26.

The Client must without delay check the accuracy and completeness of statements from current or other accounts, as well as all other reports and notifications received from the Bank, and contact the Bank as soon as possible if they believe there are grounds for a complaint.

Article 27.

The Client is obliged to inform the Bank without delay if they have not received a document within the expected/usual period, which the Bank should have delivered according to applicable regulations or the contract (statement from current or other account, various calculations, etc.).

Right to Object

Article 28.

The Client has the right to submit a written objection to the Bank (hereinafter: objection) if they believe that the Bank is not adhering to the provisions of the Law on Protection of Financial Service Users, other regulations governing financial services, general conditions of business, and/or obligations from the contract concluded with the user.

The Client has the right to object within six months from the day of learning that their right has been violated.

In any case, the right to submit an objection ceases after the expiration of three years from the day the Client's right was violated.

The provider of collateral is also considered a Client.

The Bank is obliged to provide the Client, the objector, with a clear, understandable, and complete written response to the objection no later than 15 days from the date of receipt of the objection.

In its response to the Client's objection, the Bank is obliged to inform the user of their right to file a complaint with the National Bank of Serbia, as well as to inform them of the manner in which they can file such a complaint.

Exceptionally, if the Bank, for reasons beyond its control, cannot provide a response within 15 days, this period may be extended by a maximum of another 15 days, of which the Bank is obliged to inform the Client, the objector, in writing within 15 days from the date of receipt of the objection.

The Bank is obliged to clearly and understandably state in this notification the reasons why it could not provide a response within 15 days from the date of receipt of the objection, as well as the final deadline for providing a response.

The Bank may not charge the Client, the objector, a fee or any other costs for handling the objection.

The Bank, in its business premises where it offers services to users, on its website, as well as within electronic services, shall provide the possibility of submitting an objection, i.e., the possibility for the Client or the provider of collateral to become acquainted with the manner of submitting an objection and the manner of handling an objection.

The Bank, also within electronic services, provides the possibility of submitting an objection, i.e., the possibility for the Client or the provider of collateral to become acquainted with the manner of submitting an objection and the manner of handling an objection.

The objection should contain Client data from which the relationship with the Bank can be unequivocally established, as well as the reasons for submitting the objection.

If the Client submits an objection through an attorney, a special power of attorney must also be submitted by which the Client authorizes the attorney to submit an objection to the Bank's work in their name and for their account, and to take actions in the procedure regarding that objection, and by which they give approval for data relating to them, which constitute banking secrecy within the meaning of the law governing banks, or business secrecy within the meaning of the law governing payment services, to be made available to that attorney.

The Bank will examine a Client's remark that does not contain the elements of an objection with due diligence, and if it can be considered a complaint, the Bank will act in accordance with its internal acts related to the specific process in the Bank (e.g., payment operations, cards, loans).

Written objections received electronically or via the Bank's website outside the Bank's established working hours will be considered received on the next business day.

For clients to whom the rules of the law governing the
NATIONAL BANK OF SERBIA

Sector for Protection of Financial Service Users

Nemanjina 17, 11000 Belgrade

or P.O. Box 712, 11000 Belgrade

or via the National Bank of Serbia website in the section "Submit a complaint/objection to the work of a financial service provider" https://nbs.rs/sr_RS/ciljevi-i-funkcije/zastita-korisnika/prigovor/

Mediation Procedure

Article 29.

If the Client is not satisfied with the response or if the response was not delivered within the prescribed period, the disputed relationship between the Client-objector and the Bank can also be resolved in a mediation procedure before the National Bank of Serbia. The mediation procedure is confidential and free of charge for the parties involved, conducted by employees of the National Bank of Serbia (mediators).

A proposal for mediation is submitted to the National Bank of Serbia in writing as a proposal by one party that the other has accepted, after which an agreement to enter into mediation is concluded. An agreement reached by the parties in the mediation procedure is drawn up in writing and has the force of an enforceable document. After the mediation procedure is initiated, the Client can no longer file a complaint, unless this mediation has been terminated by suspension or withdrawal. If a complaint has already been filed, the National Bank of Serbia will stay the proceedings on the complaint.

COLLATERAL

Article 30.

The Bank agrees on adequate collateral with the Client. The Bank has the right to request a change in the provided collateral from the Client after the business relationship has been established, in accordance with the provisions of the concluded contract and legal provisions.

Article 31.

To secure the Bank's claims from Client placements, the Bank accepts the following collateral:

- Administrative attachment (garnishment of wages/salary),
- Bill of exchange,
- Suretyship,
- Mortgage,
- Pledge on movable property established in accordance with legal provisions,
- Guarantee deposit,
- Guarantee from a domestic or foreign bank,
- Authorization for direct debit,
- Insurance policies intended to insure placement repayment,
- Other types of collateral acceptable to the Bank in accordance with the decision of the Bank's competent body.

The number, value, and type of collateral depend on the specific product the Client wishes to use, the amount of the placement, and other elements that influence the Bank's decision on the placement.

During the loan utilization period, the Client may replace the collateral with new, adequate, and Bank-acceptable security. The Bank does not charge the Client for the costs of changing collateral, but the Client is obliged to settle any actual costs, if they exist, from their own funds if the replacement of collateral involves additional payments and costs to third parties and institutions.

Article 32.

Any collateral provided by the Client in favor of the Bank, in connection with any transaction between these two entities, will not cease or be limited in any way due to the Client's objection but will continue to produce legal effect and will be available to the Bank in its entirety until the Client fully settles all claims to the Bank.

The reason for the termination of collateral, other than the settlement of claims, cannot be the Client's objection, but only a final court decision by which the collateral is abolished, annulled, amended, or invalidated as absolutely null or without legal effect.

Article 33.

In the event that the settlement of a specific claim is secured by multiple means of collateral provided by the Client or third parties, the Bank is authorized to proceed with the realization of one and/or all submitted means of collateral in order to collect the Bank's claims in full.

If the Bank, in accordance with relevant laws and regulations of the Republic of Serbia, is obliged to notify the Client of its intention to proceed with the realization of a specific means of collateral, it will do so in the manner prescribed by law.

Article 34.

If the Client fails to fulfill their obligations within the prescribed period and/or in the manner provided for in the contract and/or fails to provide the requested collateral/replacement thereof, the Bank is authorized to proceed with the realization of any collateral in accordance with relevant legal regulations, in order to collect its claim.

Article 35.

The Client is obliged to personally take care of the maintenance and protection of rights and property, as well as the collection of claims provided to the Bank as collateral for their obligations, and is obliged to timely inform the Bank of all changes in the material, security, and legal status of such collateral.

Article 36.

By sending a reminder, the Bank informs the Client that it will activate the collateral in accordance with the law.

Article 37.

In case of non-fulfillment of obligations arising from business relations between the Bank and the Client, all obligations of the Client shall be considered immediately due, and the Bank also has the right of disposal in relation to any item in the Client's property that is in the Bank's possession, up to the full settlement of its claims from the Client, except for Users within the meaning of the Law on Protection of Financial Service Users.

TERMINATION OF BUSINESS RELATIONS**Article 38.**

Unless otherwise agreed between the Bank and the Client or provided for by relevant laws and other regulations, the Client and the Bank may, at their own discretion, terminate the mutual business relationship at any time, provided that each party is obliged to settle its obligations towards the other contracting party. The legal effect of termination occurs immediately, unless otherwise agreed between the Client and the Bank or provided for by these General Conditions or relevant laws and other regulations.

Article 39.

As the General Conditions are an integral part of the contract, the Bank may at any time terminate or cancel the contractual relationship with the Client in the following cases:

- if the Client fails to pay, within a reasonable period, any due monetary obligation owed to the Bank;
- if the Client has provided the Bank with incorrect, false, or forged data;
- if the Client fails to provide the Bank with all necessary documentation prescribed by law and other regulations and/or internal acts of the Bank;
- if the Client's financial situation has significantly deteriorated or is seriously endangered and/or if the Client ceases to meet the conditions of creditworthiness;
- if the Client uses the placement contrary to the purpose for which it was approved;
- if forced execution proceedings are initiated against the Client's property or personal income, or any procedure that endangers the Client's financial stability;
- if the Client fails to meet the Bank's justified request for providing or increasing collateral;
- in case of breach of the Client's contractual obligations to the detriment of the Bank;
- in case of violation of provisions of relevant laws and other regulations by the Client;
- and in other cases of breach of contractual obligations.

The Bank will notify the Client of the termination/cancellation by delivering a written notification in accordance with applicable regulations and provisions on the conditions and manner of communication of these General Conditions.

In the event of termination/cancellation of the contract and/or if any of the events listed in this Article occur, the Bank is authorized to demand from the Client early settlement of all obligations to the Bank and to collect from all/any available collateral and/or from any of the Client's accounts.

Article 40.

After the termination/cancellation of business relations between the Bank and the Client and provided that all of the Client's obligations to the Bank are fully settled, the remaining funds in any of the Client's accounts will be made available to them.

For the purposes of this item, the Client is particularly obliged to release the Bank from all obligations undertaken in their name and/or for their account or according to their instructions, and to the extent that this is not possible, is obliged to provide the Bank with adequate security, in a form and with content acceptable to the Bank, for the due settlement of these obligations.

Article 41.

The Bank reserves the right to collect all claims from the Client and other responsible persons based on bills of exchange and/or checks, in terms of the right to full compensation of the said amounts as well as related claims, until the full coverage of any deficit on the account, i.e., until the full settlement of the Bank's claims.

Article 42.

The Bank's business premises where the files of a specific contractual relationship are kept represent, for the contracting parties, the place of performance of their contractual obligations. Unless otherwise explicitly provided by the Bank in writing, the applicable regulations of the Republic of Serbia are authoritative for regulating legal relations between the Client and the Bank, regardless of where legal proceedings are initiated and/or conducted. International rules and customs are also authoritative for regulating any relationship

between the Client and the Bank to the extent that such rules and customs are binding on the Bank and/or the Client or generally accepted by the international business community.

Article 43.

Unless otherwise defined between the contracting parties or provided for by applicable legal regulations, any dispute arising from or in connection with the relationship between the Bank and the Client (whether the Client is a legal or natural person) shall be resolved by the competent court in the Republic of Serbia. The Bank, however, reserves the discretionary right to initiate appropriate legal proceedings against the Client before any other competent court.

Disputes between the Bank and the Client may also be resolved in an out-of-court procedure before the National Bank of Serbia, or in another out-of-court procedure, which is regulated by the provisions of applicable regulations.

ASSIGNMENT OF CLAIMS

Article 44.

The Bank may assign a claim against a legal entity, entrepreneur, and farmer to another bank. Notwithstanding paragraph 1 of this Article, for the purpose of reducing non-performing assets, the Bank may assign a claim against a legal entity, entrepreneur, and farmer to another legal entity, in accordance with the applicable provisions of regulations governing bank risk management.

The Bank may assign a claim against a natural person in accordance with the provisions of the law governing the protection of financial service users. The Bank may assign a claim against a natural person only to another bank. In the event of assignment of a claim, the Bank is obliged to inform the Client without delay.

SAFES (SAFE DEPOSIT BOXES)

Article 45.

The Bank provides the Client with the service of renting safes for storing valuables, numismatic and philatelic collections, spare keys, securities, documents, works of art, and the like. The fee for renting a safe is paid in advance for the agreed rental period and depends on the size of the safe and the rental period.

The Client concludes a special safe rental agreement with the Bank for a fixed period with conditions for using the safe. Only the Client and a person authorized by them may dispose of the safe.

Authorization to use the safe is given in writing in the presence of a Bank employee responsible for issuing safes or a special power of attorney certified by the competent certification authority is submitted.

In case of loss or destruction of the key, the Client is obliged to immediately inform the Bank.

The Client is obliged to empty the safe by the end of the agreed period and return the key and the safe in good condition or renew the lease. If the Client returns the key after the agreed period, they are obliged to pay a fee for using the safe for the period after the expiry of the term.

II CONTRACTUAL RELATIONSHIP BETWEEN THE BANK AND NATURAL PERSONS, ENTREPRENEURS, AND FARMERS

The provisions of this part of the General Conditions apply to the business relationship of the Bank with clients who are natural persons, entrepreneurs, and farmers (hereinafter: **Natural Person – User**) regarding the provision of banking services based on: loan agreements, deposit agreements, credit card agreements, agreements on permissible overdraft on a current account.

Pre-contractual Phase

Article 46.

The Bank is obliged to provide the User, at their request at any time, in writing, in the manner chosen by the user, with clear and understandable information about the financial services offered by the Bank. The User has the right, at their request, to receive this information on paper in the Bank's premises.

In the pre-contractual phase, the Bank is obliged to provide the Natural Person – User, in writing or electronically, with information about the documentation they are required to submit with a written request for the use of a specific placement and to inform them whether the request is in order and whether complete documentation has been submitted.

A request is considered in order if it is duly completed and signed and if proper and complete documentation has been submitted on the basis of which a decision on the request can be made. The Bank is obliged to provide Natural Persons – Users, in written or electronic form, with notification of the prescribed deadline for deciding on a specific request. The Bank is obliged to decide or enable the conclusion of a contract within 15 working days from the day the Natural Person – User submitted all requested data and documentation.

In the case of a housing loan or a loan secured by a mortgage, the Bank may extend the said deadline by 10 (ten) working days but is obliged to inform the Natural Person – User of this extension before the expiry of the said deadline.

The Bank is obliged to offer the Natural Person – User the service primarily in dinars, and at their request, enable the service to be contracted in the dinar equivalent of a foreign currency, or in a foreign currency in accordance with regulations governing foreign exchange operations, and to indicate to the client – natural person, in writing, the risks they assume if the loan is contracted in the dinar equivalent of a foreign currency, or in a foreign currency.

Offer

Article 47.

The Bank is obliged to provide the Natural Person – User with information and explanations about the conditions related to the Agreements, or the Offer, which will enable the client to compare it with offers from other banks and assess whether these conditions suit their needs and financial situation, in a manner that will not mislead the Natural Person – User, as well as to determine the period for which the data from the Offer are binding on the Bank.

The Bank is obliged to deliver the Offer to the Natural Person – User within a reasonable period, before concluding the contract or accepting the offer. A reasonable period in the case of credit services cannot be shorter than two working days and is calculated from the day of receipt of the Bank's binding offer until the day the contract is concluded or the offer is accepted. The Bank is not obliged to wait for the reasonable period to expire if the Natural Person – User explicitly requests in writing to conclude the contract or accept the offer immediately after its delivery.

If the offer was delivered less than 24 hours before the Natural Person – User concluded the contract or accepted the offer, the Bank is obliged, within a period not shorter than 3 nor longer than 7 days from the conclusion of the contract or acceptance of the offer, to send a reminder in which it will inform the Natural Person – User of their right to withdraw from the contract and explain the withdrawal procedure. The reminder is delivered in writing in the manner provided for in the contract.

In the case of a credit card agreement, the offer also contains data prescribed by the law governing payment services, and in the case of a permissible overdraft, also data prescribed by the law on payment services, as well as data on the circumstances in which the bank may demand full repayment of the permissible overdraft.

Creditworthiness Assessment

Article 48.

The Bank is obliged to perform a creditworthiness assessment before concluding the Agreement, as well as in the case of a subsequent increase in credit indebtedness, based on data obtained from Natural Persons – Users and by inspecting the debt database, carried out on the basis of the written consent of the Natural Person – User.

If the request of the Natural Person – User is rejected based on an inspection of the debt database, the Bank is obliged, free of charge, to immediately inform the Natural Person – User of the data from the debt database.

Conclusion of Contract

Article 49.

The contract concluded by the Bank must contain clear and unambiguous provisions, as well as mandatory elements determined by applicable regulations.

The provisions of the contract must be clear, complete, precise, unambiguous, and understandable to the Natural Person – User, and the subject of the obligation determinable in such a way that the Natural Person – User is informed during the term of the contractual relationship of the circumstances, manner, and conditions under which the amount of their obligation may change.

The contractual obligation must be determined, or determinable. A monetary contractual obligation is determinable as to its amount if it depends on agreed variable or variable and fixed elements. Variable elements are officially published elements and cannot be influenced by the unilateral will of either contracting party.

A loan agreement, a permissible overdraft agreement, a credit card issuance and use agreement, a deposit agreement, an account opening and maintenance agreement concluded with a Natural Person – User shall contain mandatory elements prescribed by laws regulating the protection of financial service users and payment services, and are contained in the draft text of the contract concluded by the Bank.

When concluding a loan agreement, a term deposit agreement, and a permissible overdraft agreement, the Bank, along with the contract, provides the Natural Person – User with a copy of the overview of mandatory elements, and for a term deposit agreement and a loan agreement, additionally provides a payment plan (for deposit agreement) or a repayment plan (for loan agreement).

Right to Withdraw

Article 50.

A Natural Person – User has the right to withdraw from a concluded loan agreement, permissible overdraft agreement, credit card issuance and use agreement – within 14 days from the date of concluding the agreement, without stating reasons for withdrawal.

For a loan agreement secured by a mortgage, as well as for an agreement whose subject is the purchase of real estate, the Natural Person – User may withdraw from the agreement provided that they have not started using the loan.

Upon withdrawal from an agreement referred to in paragraph 1 of this Article, and before the expiry of the period referred to in that paragraph, the Natural Person – User is obliged to inform the Bank of their withdrawal. For the withdrawal to be valid, it is necessary for the Client to possess proof that the Bank received the written withdrawal in a manner confirming receipt of this notification, whereby the date of receipt of the withdrawal notification is considered the date of withdrawal from the agreement. This notification is delivered in writing or on another durable medium.

A Natural Person – User who withdraws from a loan agreement, a permissible overdraft agreement, or a credit card issuance and use agreement is obliged to immediately, and no later than 30 days from the date of sending the notification referred to in paragraph 3 of this Article, return to the Bank the principal and interest from the underlying transaction for the period of loan use.

The Natural Person – User will be informed of the actual costs referred to in paragraph 5 of this Article before concluding the loan agreement.

Withdrawal from the underlying loan agreement also terminates the ancillary services agreement if it was concluded with the loan agreement from which the User – natural person withdrew.

Interest

Article 51.

The Bank contracts nominal interest rates which may be fixed or variable, and interest is calculated using the compound or simple interest method.

A variable nominal interest rate is an interest rate whose level depends on agreed variable elements, or variable and fixed elements, with the variable elements being those that are officially published and cannot be influenced by the unilateral will of either contracting party.

In the case of a variable nominal interest rate, adjustment is made in accordance with changes in the reference interest rate, and the dynamics of adjustment are regulated by the concluded contract. The Bank is obliged to inform the Natural Person – User of changes to this rate in writing or on another durable medium before the application of the changed interest rate begins, or periodically in accordance with the contract, and to state in that notification the date from which the changed rate applies.

In conducting deposit and credit operations with Natural Persons – Users, the Bank applies a uniform method of calculating and publishing the Effective Interest Rate (hereinafter: EIR) through which it expresses the total cost of loans and deposits. The Bank is obliged to clearly and visibly display such calculated EIR in its premises and when advertising in the media when promoting and offering its products.

The type and level of the interest rate, as well as the calculation method, fees, and other costs, must be contained in the individual contract concluded by the Bank.

Default Interest

Article 52.

A Natural Person – User who is late in fulfilling a monetary obligation owes, in addition to the principal, default interest at the rate determined by the law on default interest, and if the contracted interest is higher than the statutory default interest rate, it continues to accrue even after the debtor's default.

Fees and Costs

Article 53.

The Bank determines and contracts the amount of fees in a fixed or variable amount in accordance with the Bank's Tariff of Fees. In addition to fees for certain operations and services it provides, which are prescribed by the tariff of fees for banking services, the Bank also charges costs incurred in the execution of these operations.

Amendments to the Contract

Article 54.

If the Bank intends to amend any element of the contract (except in the case of a change in the variable interest rate in accordance with the law governing the protection of financial service users), it is obliged to provide the Natural Person – User with a written proposal of these amendments with all elements provided by law, at least one month before the commencement, or planned commencement, of their application.

If the Bank intends to amend any of the mandatory elements of a contract concluded with a Natural Person – User, it is obliged to obtain written consent (by concluding an annex to the contract in the form prescribed for that contract, before applying the amendment). If consent is not obtained, the Bank may not unilaterally amend the terms of the contract for that reason, nor unilaterally terminate or cancel the contract.

Exceptionally from paragraph 1 of this Article, if the level of the fixed interest rate or the fixed element of the variable interest rate changes, or if certain rights to use additional or ancillary services are granted without introducing new or increasing existing interest, fees, and other costs, in favor of the Natural Person – User, these changes may be applied immediately and without their prior consent, i.e., without concluding an annex. In that case, the Bank informs the User – natural person in writing and delivers, or makes available, the amended loan repayment plan, or deposit payment plan, before the application of these changes begins, unless otherwise determined by law.

If a variable nominal interest rate is contracted, the Bank is obliged to inform the Natural Person – User of changes to this rate in writing, before the application of the changed rate begins, with the date from which the changed rate applies. The Bank is obliged to separately show in the notification the new value of the variable element along with information on the date that value was published by the administrator of that element, as well as the amount of the fixed element and the total amount of the new interest rate. An amended loan repayment plan, or deposit payment plan, is delivered with the notification.

The Bank's obligation to notify also exists in the case of changes to variable elements that affect the amount of other monetary obligations.

If a variable rate based on a reference rate whose calculation and publication cease is contracted, the rate provided for in the contract as a fallback or replacement rate shall apply; if the contract does not provide for a fallback or replacement rate, a rate or some other variable element that is officially published and whose level cannot be influenced by either contracting party, and which is determined by the National Bank of Serbia, shall apply.

The Bank may also inform the client of changes to other data that are not mandatory elements within the meaning of the law regulating the protection of financial service users.

Early Loan Repayment

Article 55.

A Natural Person – User has the right to repay the loan, partially or in full, before the maturity date, provided they notify the Bank of this intention in writing. The Bank may contract and charge a fee for early loan repayment in accordance with the provisions of the laws regulating the protection of financial service users.

Upon receipt of a written request for early repayment, the Bank is obliged to provide the Natural Person – User with all information necessary to understand the consequences of this decision, such as the amount of reduction in the total loan cost for the amount of interest and fees, including the amount of reduction for a proportionate amount of a one-time fee, as well as the amount of the early repayment fee to be paid to the Bank.

The Bank is obliged to execute the early repayment within 3 working days from the date of submitting the request for early repayment, with the day of early repayment being considered the day when funds are secured in the account with the Bank for the execution of the early repayment.

The Bank may not demand the fee from paragraph 1 of this Article in the following cases:

1. if repayment is made based on a concluded insurance contract whose purpose is to secure repayment
2. in the case of a permissible overdraft or credit card



3. if repayment is made during a period for which a variable nominal interest rate is contracted, except for housing loans

Other Rights and Obligations Applicable to Contracts with a Natural Person – User

Article 56.

In relation to Natural Persons – Users, the Bank has the right to:

- request the submission of an appropriate insurance policy related to the loan agreement under conditions provided by the law on the protection of financial service users;
- if agreed, cancel a revolving credit agreement by providing written notice of cancellation at least two months in advance;
- as a condition for concluding a loan agreement, require the opening or maintenance of a previously opened payment or savings account, or require the Natural Person – User to deposit a certain proportional amount, or part of their regular monthly income, in their payment or savings account for the purpose of settling obligations arising from the loan agreement, under conditions provided by the law on the protection of financial service users;
- if agreed, for justified reasons, deny the right to withdraw funds under a revolving credit agreement, provided it informs them of the reasons for denial in writing, unless providing such information is prohibited by other regulations

In relation to Natural Persons – Users, the Bank is obliged to:

- within 15 days from the date of settlement of obligations, inform the Natural Person – User, or the provider of collateral, in writing that they have settled their obligations under a specific contract. If the collateral is a bill of exchange, the Natural Person – User or the issuer of the bill of exchange has the right to retrieve the bill of exchange one year from the date of settlement of obligations under the contract in connection with which that bill of exchange was issued. After the expiry of this period, the Bank will handle the said bills of exchange in the manner provided by the law regulating the protection of financial service users;
- if the collateral is a mortgage registered in favor of the Bank or movable property over which a pledge has been established by registration of a pledge right in the appropriate register, immediately after repayment of the placement, undertake appropriate activities to delete the mortgage or pledge right from that register and without delay inform the Natural Person – User, or the provider of collateral, thereof, as well as of their deletion, unless it is prescribed that the register informs about the deletion of the mortgage/pledge right;
- when approving a loan indexed in a foreign currency and when repaying it, apply the official middle exchange rate of the dinar against the currency in which that loan is indexed;
- apply the same method of interest calculation on a deposit and on a loan, if the Natural Person – User, as a loan user, is obliged to place a special-purpose deposit with contracted interest in order to obtain the loan;
- within 15 days from the date of entering data on the client's default into the credit indebtedness database, provide the Natural Person – User, free of charge, with information on the status of their debt under the loan agreement and revolving credit agreement, and on the consequences this may have for the client;
- in the case of a permissible overdraft, at least once a month, provide the Natural Person – User, free of charge, in writing, with a written statement – an extract of all changes to their account, as well as without delay at the client's request, provided that in that case it has the right to charge a fee in accordance with the applicable Tariff;
- immediately inform the user – natural person if their account is debited for an amount that has led to an impermissible overdraft;
- not charge interest on an impermissible overdraft to a Natural Person – User who settles the debt for the impermissible overdraft within 5 days from the date the account was debited;
- to a Natural Person – User who regularly uses an impermissible overdraft, offer another type of credit service or provide advisory services in accordance with the law on the protection of financial service users;
- if it decides to reduce the amount of a permissible or impermissible overdraft or decides to terminate a permissible overdraft agreement or cease the application of an impermissible overdraft, inform the Natural Person – User in the agreed manner one month before the date of application. In this case, the Bank is obliged, before initiating enforcement proceedings and without additional costs, to offer the possibility of repaying the debt amount in 12 equal monthly installments, applying the nominal



interest rate from the permissible overdraft agreement or the interest rate applicable to an impermissible overdraft;

- for an entrepreneur, determine the daily turnover on the account and deliver a report on all changes to that account and the final balance on the next day, no later than two days after the change was made;
- in business premises where it offers services, on its website, as well as via electronic services, provide the Natural Person – User and the provider of collateral with the possibility of submitting an objection, or the possibility to become acquainted with the procedure for handling an objection;
- if, during the term of the contractual relationship, circumstances arise that put the Natural Person – User in a difficult financial situation or other significant circumstances beyond their control, the Bank is obliged to apply reasonable measures provided for by the Law regulating the protection of financial service users, which will facilitate the repayment of the owed amount by the Natural Person – User before initiating enforcement proceedings, taking special account of the user's personal circumstances. The Bank is not obliged to apply measures to a Natural Person – User to whom it has already applied such measures, after which the Natural Person – User again fell into default, nor is it obliged to apply measures if the Natural Person – User does not respond to the Bank's offer within a period that cannot be shorter than 10 days;
- when advertising financial services where the advertising message contains an interest rate or any numerical data related to the price or income, clearly and precisely so as to be easily legible or clearly audible or adapted to the technical limitations of the medium through which the advertising is carried out, provide all elements on a representative example as prescribed by the law governing the protection of financial service users. When advertising, the amount of the effective interest rate should be indicated or written so that it is more noticeable than all other elements. When advertising a financial service, the Bank is not obliged to provide a representative example if the advertising message states the effective interest rate without stating the nominal interest rate or any other numerical data. Advertising in this paragraph is considered advertising within the meaning of the regulations governing advertising - advertising in public media, in the Bank's premises (brochures, leaflets, etc.), on the Bank's website, social networks, etc.;
- if the conclusion of a loan agreement, a permissible overdraft agreement, a credit card issuance and use agreement also requires the conclusion of an ancillary services agreement (particularly an insurance agreement), and the price of the ancillary service cannot be determined in advance, the existence of such an obligation is stated clearly, concisely, and visibly, on a representative example together with the statement of the effective interest rate

A Natural Person – User is obliged to provide the Bank in writing, without delay, with information on changes to:

- residence and/or place of stay, change of registered office, or change of their address, e-mail address, mobile phone number;
- personal and family name, name of the entrepreneur;
- residency status, citizenship, etc.;
- change or loss of employment, reduction or loss of income, and other data relevant for settling contractual obligations;
- attorney authorized to represent them before the Bank;
- changes to other data that may affect the contractual relationship

DISTANCE CONTRACT

Article 57.

For the purposes of the law regulating the protection of financial service users in distance contracting, certain terms have the following meanings:

- **distance contract** means a contract by which one contracting party (service provider) undertakes to provide financial services to the other contracting party (user of those services), and in connection with which the provision of information and undertaking of other activities in the pre-contractual phase, or the conclusion of the contract, are carried out exclusively using one or more means of distance communication, within an organized offer for providing these services;
- **means of distance communication** means any means that can be used for direct advertising, delivering information in the pre-contractual phase, making and/or accepting an offer, negotiating and concluding a

contract without the simultaneous physical presence of the service provider and the user (e.g., internet, e-mail, post, telefax, and telephone);

- **durable medium** means paper and any other medium (e.g., optical disc, memory cards, computer hard drive, and e-mail) that allows the user to store data intended for them, to access that data, and to reproduce it in an unchanged form for a period appropriate to the purpose of its storage;

A Natural Person – User may sign a distance contract up to a value of 1,200,000 dinars, and exceptionally a distance deposit contract up to a value of 2,400,000 dinars, if the service provider has verified and confirmed their user identity using at least two elements for user identity confirmation (authentication) or using electronic identification schemes of a high level of reliability, in accordance with the law and other regulations.

The Bank is obliged to provide the Natural Person – User, within a reasonable period, before concluding a distance contract, with information about the Bank, the financial service, the distance contract, and the method of dispute resolution in accordance with the provisions of the law regulating the protection of financial service users in distance contracting, as well as those regulating the protection of financial service users.

The Bank is obliged to ensure that the content of the concluded distance contract corresponds to the information provided to that Natural Person – User.

If the user and the service provider conclude a financial service contract via electronic services, the user has the right, in the pre-contractual phase, as well as in justified cases after concluding the contract, and during the service provider's working hours, which cannot be less than 50 hours per week – to request communication with an employee, or a natural person engaged by that provider, for the provision of necessary explanations.

Information is provided in writing, on paper or another durable medium available to the Natural Person – User.

The User – natural person has the right, during the term of the contractual relationship, to request from the Bank to be provided with a copy of the concluded contract without delay, and the Bank is obliged to deliver the text of the information and the text of the contract to the client immediately after conclusion.

A Natural Person – User has the right to withdraw from a distance contract within 14 days from the date of concluding the contract, without stating reasons for withdrawal. The distance contract ceases to be valid when the Bank receives the statement of withdrawal within the specified period. A Natural Person – User has the right to withdraw from a distance contract without paying a special fee (cancellation fee), but is obliged to pay the part of the total agreed fee for the service actually provided by the Bank based on the distance contract up to the moment of receipt of the statement of withdrawal from the distance contract.

Performance of a distance contract may begin before the expiry of the withdrawal period only if the Natural Person – User explicitly requests it, while the Bank may not demand fulfillment of the contractual obligation before the expiry of the withdrawal period.

A Natural Person – User is obliged, without delay, and no later than 30 days from the date of sending the statement of withdrawal, to return to the Bank all monetary funds received based on the distance contract.

A Natural Person – User may unilaterally terminate a distance contract at any time without paying any costs, fees, or contractual penalties if the Bank has not acted in accordance with the provisions of the laws regulating the protection of financial service users in distance contracting.

III CONTRACTUAL RELATIONSHIP BETWEEN THE BANK AND LEGAL ENTITY CLIENTS

PLACEMENTS

Types of Placements

Article 58.

For the purposes of these General Conditions, Bank placements are considered to be loans, investments in securities, all types of letters of credit, issuance of guarantees, avals, and other forms of suretyship, discounting of securities, purchase of receivables, permissible overdrafts on current accounts, credit cards, and other operations with creditworthy Clients, based on contracts concluded in application of positive legal regulations and general acts of the Bank.

Article 59.

The Bank approves placements to Clients based on their written request, in accordance with established procedures and acts of the Bank, with consistent application of banking standards, applicable regulations, and good business practice.

Article 60.

The Bank approves placements in foreign currencies, dinars, and/or dinars with a currency clause or any other clause regulating the adjustment of the placement amount in accordance with applicable regulations and acts of the Bank, and in accordance with the provisions of the contract concluded between the Bank and the Client. The conditions for using the approved placement, as well as the obligations of the Bank and the Client in detail, are regulated by the contract.

Creditworthiness Assessment

Article 61.

The Bank, by its acts, determines the conditions of creditworthiness of Clients and is independent in assessing the creditworthiness of Clients within the framework of applicable regulations and acts of the Bank. For clients to whom the rules of the law governing the protection of financial service users apply, the Bank applies special rules of that law when assessing creditworthiness.

Checking the Earmarked Use of Placements

Article 62.

The purpose of the placement will be clearly determined depending on the type of placement. When a Client is approved for an earmarked placement, the Bank is authorized to, at any time, control the earmarked use of the placement in the manner and procedure determined by the contract, positive legal regulations, and acts of the Bank.

Payment Instruments and Collection of Receivables

Article 63.

Payment instruments, as well as instruments for securing the collection of receivables, are determined by acts of the Bank and the contract between the Bank and the Client in each specific case. The Client is obliged to deliver the contracted payment and security instruments to the Bank before the realization of the contract, unless otherwise provided by the contract and/or acts of the Bank.

Article 64.

If a claim is made against the Bank based on a guarantee issued by the Bank at the order or for the account of the Client, the Bank is authorized to make payment of the obligation under the guarantee based on the request of its beneficiary, without seeking prior consent from the Client, in accordance with relevant laws, regulations, the contract, and practice.

Early Repayment

Article 65.

Repayment before the due date, of part or the entire amount of the placement, is possible. The Client is obliged to submit a written notification to the Bank about the repayment before the due date, according to the conditions established in the contract.

In the event that the contract or acts of the Bank valid on the day of early repayment, in accordance with applicable regulations, provide for a fee for such early repayment, the Client is obliged to pay the said fee to the Bank simultaneously with the repayment before the due date.

For clients to whom the rules of the law governing the protection of financial service users apply, the Bank applies special rules of that law for early repayment of placements.

Article 66.

A placement will be considered repaid and liquidated only after the Client has fulfilled all their obligations to the Bank under the contract.

Article 67.

In accordance with the relevant legal regulations of the Republic of Serbia in the field of foreign exchange operations, the Client repays a foreign currency loan in the same currency, i.e., in the currency in which the Bank approved it (Contract Currency).

Article 68.

In the event that a deposit is taken as collateral, the Bank, when calculating interest on that deposit, applies the same method that it applies to the loan for which the specific deposit serves as collateral.

DEPOSITS

Definition of Deposit

Article 69.

A monetary deposit is a monetary obligation of the Bank, arising from the deposit of dinar or foreign currency funds by the Client into an account with the Bank and/or based on a current or other monetary account, on the basis of which a legal or contractual obligation of the Bank to return the funds arises.

Types of Deposits

Article 70.

A deposit can be a dinar or foreign currency deposit, a transaction deposit, a sight deposit, or a term deposit. Term deposits can be short-term and long-term. A deposit can be a deposit without a specific purpose and a deposit with a specific purpose, with or without a notice period.

The Bank insures deposits with the Deposit Insurance Agency in accordance with the Law on Deposit Insurance.

The Bank reserves the right, in accordance with the Bank's acts, to prescribe minimum amounts for term deposits, interest rates, term periods, and other conditions.

MONEY AND FOREIGN EXCHANGE MARKET OPERATIONS

Article 71.

The Bank executes orders for the purchase and sale of foreign currency funds in accordance with relevant laws in the field of foreign exchange operations and other regulations of the National Bank of Serbia and other competent institutions.

In accordance with applicable regulations in the field of foreign exchange operations, the Bank performs cash transactions in foreign currencies traded on the foreign exchange market within the range of exchange rates from its current exchange rate list. The current exchange rates of foreign currencies with which the Bank operates are clearly displayed in the Bank's premises and on its website.

INTEREST AND FEES

Article 72.

Interest rates that the Bank pays or charges are published on the Bank's website, or presented to the Client within the Bank's official offer for a specific service or product, and fees and commissions charged by the Bank are listed in the Bank's tariffs.

If the Client uses services listed in the tariffs and if there is no other agreement between the Bank and the Client, the applicable fee tariffs will apply. For all services not listed in the tariffs, but provided at the Client's order, in accordance with applicable regulations, or which are considered to be in the Client's interest and which under the given circumstances can only be expected for a certain fee, the Bank may determine an acceptable fee in accordance with actual costs, with the Client's consent.

Article 73.

The Bank, for deposit, credit, and other banking operations with Clients, contracts, calculates, pays, and collects interest and fees in accordance with the specific product/contract and the Bank's tariffs.

The interest rate may be expressed on a daily, monthly, and/or annual basis depending on the nature of the specific legal transaction and agreed conditions, according to applicable regulations.

Article 74.

Interest on active and passive operations is calculated using the compound or simple interest method in accordance with the concluded contract and based on applicable laws and by-laws.

Article 75.

The Bank contracts a variable interest rate clause and ensures its application. The Bank will inform the client of a change in the interest rate before its application, in accordance with positive legal regulations and conditions defined in the contract concluded between the Client and the Bank.

Article 76.

The basis for interest calculation, the method and deadlines for interest calculation, deadlines and method of payment/making available the calculated interest are determined by acts of the Bank and the contract in each specific case.

Article 77.

If the Client fails to fulfill their obligation within the agreed period – on the due but unsettled obligation, the Client is obliged to pay the Bank default interest, calculated in accordance with applicable regulations and the specific contract.

Default interest will be calculated on all unpaid amounts owed and payable under the contract, including principal, interest, one-time fee, as well as other costs and other payable amounts, for the period from the date of the Client's default until the date of full repayment of due but unsettled amounts.

Article 78.

The Bank determines interest rates and tariffs for its services, about which it informs the Client in accordance with relevant regulations, by displaying them in visible places in its business premises and on the Bank's website.

By accepting these General Conditions, the Client also accepts the Bank's interest rates and tariffs. The Bank has the right to change interest rates and fee tariffs at any time, whereby the changed interest rates and Bank tariffs will apply to existing contracts concluded between the Client and the Bank under the conditions provided for in those contracts and positive legal regulations.

FINAL PROVISIONS**Article 79.**

In case of inconsistency between the provisions of an individual contract and the General Conditions, the provisions of the specific contract and applicable regulations shall apply.

If any condition or provision of these General Conditions becomes invalid or unenforceable, the validity of the other conditions and provisions shall not be affected, and the rights and obligations of the Client and the Bank shall be interpreted as if these General Conditions did not contain the invalid and unenforceable conditions or provisions.

Article 80.

These General Rules and Conditions of Business of Adriatic Bank JSC Belgrade shall enter into force within 15 days from the date of their publication and shall apply from July 1, 2025.

On the day of application of these General Rules and Conditions of Business of Adriatic Bank JSC Belgrade, the General Rules and Conditions of Business of Adriatic Bank JSC Belgrade with application from March 17, 2019, shall cease to apply.

MANAGEMENT BOARD OF ADRIATIC BANK JOINT STOCK COMPANY BELGRADE