

GENERAL TERMS AND CONDITIONS FOR OPENING, MAINTENANCE AND TERMINATION OF DINAR AND FOREIGN CURRENCY CURRENT ACCOUNTS FOR ENTREPRENEURS AND PROVISION OF PAYMENT SERVICES UNDER THESE ACCOUNTS

Introductory Provisions

Subject Matter

Article 1

These General Terms and Conditions (hereinafter referred to as "General Terms") regulate the mutual rights and obligations between HALKBANK a.d. Belgrade, as a payment service provider (hereinafter referred to as the "Bank"), and entrepreneurs, as payment service users (hereinafter referred to as the "Payment Service User"), in connection with the opening, management, and closure of dinar and foreign currency current accounts, as well as the terms and manner of providing payment services for these accounts.

Definitions of Terms

Article 2

The terms used in these General Terms shall have the following meanings:

1. **Bank** refers to the payment service provider with the following details:
 - HALKBANK a.d. Belgrade, Belgrade – New Belgrade, Milutina Milankovića 9e, Republic of Serbia
 - Phone: +381 11 2041 800
 - Email: office@halkbank.rs
 - Website: www.halkbank.rs
 - SWIFT: CABARS22
 - Registration Number: 07601093
 - Tax Identification Number (TIN): 100895809
 - The Bank is licensed by the National Bank of Yugoslavia, Decision No. O. br. 328, dated 26.12.1990.
 - Supervisory authority: National Bank of Serbia, Belgrade, Kralja Petra 12/Nemanjina 17.
2. **Payment Service User** refers to an entrepreneur who uses or has used a payment service as a payer and/or payee or has approached the Bank, as a payment service provider, to use these services.
3. **Entrepreneur** refers to a natural person who is not a consumer, i.e., a legally capable natural person conducting business activities for income generation in accordance with the law governing business entities or other laws.
4. **Payer** refers to a natural or legal person who issues a payment order or provides consent for a payment transaction to be executed from their payment account. If no payment account exists, the payer is the entity issuing the payment order.
5. **Payee** refers to a natural or legal person designated as the recipient of funds subject to a payment transaction.
6. **Payment Order** refers to an instruction from the payer or payee to their payment service provider requesting the execution of a payment transaction.
7. **Payment Instrument** refers to any personalized tool and/or set of agreed procedures between the Payment Service User and the service provider used to issue a payment order or initiate a payment transaction.
8. **Payment Transaction** refers to the deposit, transfer, or withdrawal of funds initiated by the payer or payee or initiated on behalf of the payer, executed regardless of the legal relationship between the payer and the payee.
9. **Remote Payment Transaction** refers to a payment transaction initiated via the internet or other devices capable of remote communication.
10. **Initiation of Payment Transaction** refers to actions required as a precondition for starting the execution of a payment transaction, including issuing a payment order and authentication.
11. **Funds** refer to cash and account balances.
12. **Cash** refers to banknotes and coins.
13. **Business Day** refers to a day, or part of a day, during which the payer's or payee's payment service provider operates to enable the execution of a payment transaction.
14. **Value Date** is the reference date or time the payment service provider uses to calculate interest on funds debited or credited to a payment account.
15. **Execution Date** of Payment Order refers to the date the Bank executes a payment transaction upon the Payment Service User's request.
16. **Unique Identifier** refers to a combination of letters, numbers, and/or symbols provided by the Bank for unambiguous identification of the user and/or their account during a payment transaction.
17. **Domestic Payment Transaction** refers to a transaction where both the payer's and payee's payment service providers operate within the Republic of Serbia.
18. **International Payment Transaction** refers to a transaction involving one payment service provider operating in Serbia and another in a third country, or where the same provider serves users in Serbia and a third country.
19. **Term Plan** is a specific Bank document that defines the timelines for executing payment transactions.
20. **Payment Account** refers to an account used to execute payment transactions, maintained by the Bank for one or more payment service users.
21. **Current Account** refers to dinar or foreign currency current accounts used for payment transactions and other purposes related to Bank services.
22. **Account Switching** refers to the service a payment service provider offers to users under the Payment Services Act.
23. **Authorization for Account Switching** is written consent from the Payment Service User allowing the previous and new service providers to take necessary actions during the account switching process.

24. **Legal Representative** refers to a person authorized by law to represent and registered as such in the relevant registry.
25. **Proxy** refers to a person authorized via power of attorney to perform legal and factual actions concerning the current account on behalf of the Payment Service User. The power of attorney must be notarized and translated into Serbian by a certified court translator if issued in a foreign language.
26. **Signature Card** is a Bank form listing individuals authorized by the Payment Service User to manage funds in the current account.
27. **Authorized Document Submitter Card** is a Bank form listing individuals authorized to deliver payment orders or collect account statements for the Payment Service User.
28. **General Terms for Electronic Banking** set conditions for granting and using electronic banking services.
29. **General Terms for Issuance and Use of Payment Cards** outline terms for granting and using payment services via payment cards.
30. **Framework Agreement** governs the rights and obligations between the Bank and the Payment Service User regarding current account services. It consists of various contracts and documents (e.g., agreements, fee schedules, and general terms).
- (1) Framework Agreement in Dinars
 - Agreement on the Opening, Maintenance, and Closure of a Dinar Current Account and the Provision of Payment Services
 - Application for the Opening of a Dinar Current Account
 - General Terms and Conditions
 - Fee Schedule for the Provision of Payment Services in Dinars within the Country
 - Timetable for the Execution of Payment Transactions
 - General Terms and Conditions Governing the Issuance and Use of Payment Cards (for Payment Service Users who choose to use a payment card)
 - General Terms and Conditions for Electronic Banking Operations (for Payment Service Users who choose to submit their payment orders to the Bank using electronic banking)
- (2) Framework Agreement in Foreign Currency
 - Agreement on the Opening, Maintenance, and Closure of a Foreign Currency Current Account and the Provision of Payment Services
 - Application for the Opening of a Foreign Currency Current Account
 - General Terms and Conditions
 - Fee Schedule for the Provision of Payment Services in Foreign Currencies and Dinars Abroad
 - Timetable for the Execution of Payment Transactions
 - General Terms and Conditions Governing the Issuance and Use of Payment Cards (for Payment Service Users who choose to use a payment card)
- General Terms and Conditions for Electronic Banking Operations (for Payment Service Users who choose to submit their payment orders to the Bank using electronic banking)
31. **IPS Payment System** refers to the system operated by the National Bank of Serbia for instant transfer of dinar funds.
32. **Instant Credit Transfer** refers to a domestic dinar payment transaction that can be initiated at any time and processed instantly, as per the rules of the National Bank of Serbia.
33. **Account-Holding Payment Service Provider** refers to the provider maintaining the user's payment account.
34. **Payment Initiation Service Provider** refers to a provider that issues payment orders from accounts maintained by another provider.
35. **Account Information Service Provider** refers to a provider offering consolidated account information via the internet.
36. **Authentication** refers to the procedure for verifying the user's identity or the validity of a payment instrument.
37. **Personalized Security Features** are data assigned to the Payment Service User for authentication purposes.
38. **Sensitive Payment Data** refers to any information that could be used for fraudulent purposes.
39. **Payment Brand** refers to the material or digital name, symbol, or identifier of a card payment system.

II TYPES OF PAYMENT SERVICES

Article 3

The payment services provided by the Bank to Users include:

- 1) Services enabling the deposit of cash into a payment account, as well as all services necessary for the opening, maintenance, and closure of that account;
- 2) Services enabling the withdrawal of cash from a payment account, as well as all services necessary for the opening, maintenance, and closure of that account;
- 3) Services for transferring funds from a payment account or to a payment account, including:
 - 1) Credit transfers,
 - 2) The use of payment cards or similar instruments;
- 4) Services for executing payment transactions where funds are made available through a credit granted to the payment service user, specifically:
 - (1) Credit transfers,
 - (2) The use of payment cards or similar instruments;
- 5) Services for the issuance of payment instruments and/or the acceptance of payment transactions;
- 6) Services for executing money remittances.

A credit transfer is a payment service whereby the payer initiates the execution of one or more payment transactions from their payment account with their payment service provider, including issuing a standing order, after which the payee's payment account is credited with the amount of the payment transaction.

Executing a money remittance is a payment service whereby the payment service provider receives the payer's funds without opening a payment account for the payer or the payee, solely for the purpose of making those funds available to the payee or transferring them to the payee's payment service provider, who then makes them available to the payee.

Issuance of payment instruments is a payment service whereby the payment service provider, based on a contract, issues a payment instrument to the payer for initiating and processing the payer's payment transactions with that payment service provider.

Acceptance of payment transactions is a payment service whereby, based on a contract between the payment service provider and the payee, the payment service provider accepts and processes payment transactions and transfers funds to the payee.

Conditions for Opening, Maintaining, and Closing Current Accounts

Opening Accounts Article 4

At the request of the Payment Services User, the Bank may open the following accounts:

- 1) Dinar current account;
- 2) Foreign currency current account;
- 3) Dinar current account for special purposes, which is exempt from enforced collection as prescribed by law and/or other regulations, for which the Payment Services User is obligated to provide the Bank with an excerpt from the relevant law/regulation;
- 4) Foreign currency current account for special purposes, which is exempt from enforced collection as prescribed by law and/or other regulations, for which the Payment Services User is obligated to provide the Bank with an excerpt from the relevant law/regulation.

The Bank does not open a dinar or foreign currency current account for special purposes for the Payment Services User unless a regular dinar or foreign currency current account has already been opened.

The Bank opens a current account based on a written request from the Payment Services User, submitted on the Bank's prescribed form, containing information in accordance with applicable regulations and other data that the Bank may require. The prescribed Request for Opening a Current Account form is an integral part of the Framework Agreement and includes a list of necessary documentation that the Payment Services User must provide to the Bank to conclude the Framework Agreement. During the account opening process, the Bank may require the Payment Services User to provide additional documents, both for its internal purposes and due to changes in legal and other applicable regulations.

After verifying the conditions specified in the request for opening a current account and the submitted documentation, identifying the ownership structure of the

Payment Services User, determining the individual owner(s) of the Payment Services User, identifying the legal representative or proxy authorized to submit the account opening request, and identifying individuals authorized to manage funds and issue payment orders on the current account, the Bank concludes a Framework Agreement with the Payment Services User, at which point the current account is officially opened.

By opening a dinar current account, the Payment Services User is assigned a unique identification number, which is used for all cash payment transactions on the current account, as well as for all non-cash dinar payment transactions with resident individuals and legal entities.

The Bank may open a foreign currency account for the Payment Services User in the types of currencies traded by the Bank in the foreign exchange market, in accordance with regulations governing the types of foreign currencies and cash exchanged in the foreign exchange market. The foreign currency current account is opened as a multi-currency account, with a single identification number applicable to all currencies. The unique identification number for a regular foreign currency account is the International Bank Account Number (IBAN), which serves as the international standard for banking account numbers. The Payment Services User will use the IBAN for all international payment transactions, domestic payment transactions in foreign currency, and payment transactions with non-residents in Serbia in dinars and foreign currencies.

The Bank reserves the right to refuse the Payment Services User's request to open a current account without providing specific reasons for the refusal. If the request to open an account is rejected, the Bank will, upon the User's request, return the original documents submitted for account opening and retain copies in its archive.

When opening a current account, the Bank undertakes all actions and measures stipulated by regulations governing the prevention of money laundering and terrorist financing.

The Bank does not open a regular foreign currency current account for the Payment Services User if a regular dinar current account has not already been opened or if the User does not wish to open such an account.

The Payment Services User is responsible for the accuracy and completeness of all data based on which the Bank opens and maintains the current account. The Payment Services User is obligated to compensate the Bank for any damage, loss, or expense resulting from the provision of inaccurate and/or incomplete data.

The Bank is obligated to ensure that the Payment Services User receives at least one copy of the Framework Agreement. The Payment Services User has the right to request a copy of the Framework Agreement or information identified as mandatory elements of the agreement during the contractual relationship. These must be provided on paper or in the manner specified by these General Terms.

Information about the opened account will be forwarded by the Bank to the Unified Registry of Accounts in the Republic of Serbia, maintained by the National Bank of Serbia, in

accordance with the decision regulating the submission of account data.

The Serbian language shall be used for contractual relations and communication between the Bank and the Payment Services User unless otherwise agreed by the Bank and the User, as defined in the specific Framework Agreement.

Provision of Information During the Pre-Contractual Phase

Article 5

The Bank is obligated to provide the Payment Services User with information identified as mandatory elements of the Framework Agreement, in accordance with the Law on Payment Services, within a reasonable time prior to concluding the Framework Agreement. This must be done in a manner that allows the Payment Services User to familiarize themselves with the terms relating to a specific payment service, compare offers from different payment service providers, and assess whether these terms and services meet their needs.

Along with the information specified in paragraph 1 of this article, the Bank shall also provide the Payment Services User, free of charge, with an overview of services and fees associated with the payment account, either in paper form or on another durable medium.

The Bank is obligated to deliver the information referred to in paragraph 1 in a manner that does not mislead the Payment Services User regarding the terms of the specific payment service.

Prior to concluding the Framework Agreement, the Bank will provide the Payment Services User with documents that form an integral part of the Framework Agreement (a draft of the Framework Agreement). This allows the Payment Services User to determine, during the pre-contractual phase, the conditions for opening, maintaining, and closing the current account and for the provision of payment services associated with that account. The Payment Services User must notify the Bank within five (5) business days from the date the documents forming the Framework Agreement are delivered if they wish to conclude the Framework Agreement with the Bank.

The Payment Services User is obligated to confirm to the Bank that they have been informed of all essential elements of the Framework Agreement during the pre-contractual phase.

If, at the request of the Payment Services User, the Framework Agreement is concluded using remote communication methods that prevent the Bank from fulfilling the obligation set out in paragraph 1 of this article, the Bank shall fulfill this obligation immediately after concluding the Framework Agreement.

Account Maintenance

Article 6

The Bank is obligated to electronically retrieve, on a daily basis, data on status and other changes concerning the Payment Services User that are registered with the

organization responsible for maintaining the register of business entities, in accordance with the methods and conditions prescribed by that organization.

The Bank shall update information related to the current accounts of legal entities within three (3) business days from the date of retrieving the data referred to in paragraph 1 of this article. The Bank will update this information using a Request for Amendment of Master Data form, a prescribed Bank form. This form includes the current accounts of the Payment Services User being updated, the types of changes that occurred, and a list of documents the Payment Services User must submit to the Bank to align the data. This request must be signed by the Payment Services User's legal representative and stamped (if the Payment Services User explicitly declared during the account opening process that they would use a stamp).

If the Payment Services User fails to submit the prescribed Request for Amendment of Master Data, along with the required documentation, to the Bank within three (3) business days from the date the Bank retrieves the data on status and other changes, the Bank will consider all payment orders submitted by the Payment Services User after this period as if they were not submitted.

The Payment Services User must notify the Bank of any status or other changes registered with other authorities and organizations, and take the necessary legal actions to align the data related to their current accounts with such changes within three (3) business days of receiving the resolution on the registered change.

Payment Services Users who register their status and other changes in a special register are obligated to notify the Bank of these changes and align the data on their current account within three (3) business days from the date of receiving the resolution on the registered change.

The Payment Services User may add new individuals to the signature specimen card or revoke the authorization of individuals already listed to manage funds on the current account by submitting a new signature specimen card to the Bank. This new card must include the updated list of authorized individuals. The new card takes legal effect with the Bank from the moment it is submitted.

The Bank is not liable for any damages resulting from the Payment Services User's failure to timely notify the Bank of the revocation of individuals listed on the signature specimen card.

Immediately after retrieving data from the competent authority/register, the Bank will block the Payment Services User's current account for debits if it determines that a change in the Payment Services User's legal representative has occurred. The Bank will lift the debit block on the account once the Payment Services User provides all necessary data and documentation for account alignment as described in this article of the General Terms.

If the Payment Services User whose legal representative has changed uses electronic banking to submit payment orders to the Bank, they must meet the conditions prescribed by the General Terms for Electronic Banking to continue

using these services. The Bank will consider payment orders submitted via electronic banking, before the obligations defined in the General Terms for Electronic Banking are met, as if they were not submitted.

If payment orders are physically delivered to the Bank by someone other than the Payment Services User's legal representative or an individual authorized to manage funds on the account, the Payment Services User must designate authorized individuals for submitting payment orders to the Bank using the Bank's prescribed form, i.e., the Card of Authorized Bearers.

The positive balance in dinar and foreign currency current accounts is considered a demand deposit, which the Bank insures with the Deposit Insurance Agency in accordance with the Law on Deposit Insurance.

The available amount on a dinar current account consists of the positive balance and any specifically agreed overdraft on the dinar current account.

Change of Payment Account Article 7

The Bank is obligated to enable the Payment Services User, who is opening or already holds a payment account with a new payment service provider, to change their payment account in the same currency.

The change of the payment account is carried out by the Bank exclusively based on the Payment Services User's written authorization for the account change, with or without closing the payment account held with the previous payment service provider.

The Bank performs obligations related to account changes, either as the new or previous payment service provider, in accordance with the Law on Payment Services.

The Bank shall provide the Payment Services User, free of charge, with easily accessible information regarding the process of changing the payment account, either in paper form or on another durable medium. This information will be available in all Bank premises accessible to the Payment Services User, as well as on the Bank's website.

Account Closure Article 8

The Bank closes the Payment Services User's dinar and/or foreign currency current account based on the User's written request for account closure. The request must be submitted using the Bank's prescribed form.

At the Payment Services User's request, the Bank may initiate, through the IPS NBS system, the return of funds processed as an instant credit transfer from the recipient's payment service provider, within 10 days of the execution of the instant credit transfer. A request for the return of an instant credit transfer submitted after this period will be processed by the Bank in accordance with the provisions of the Law on Payment Services.

The Bank shall also close the Payment Services User's dinar and/or foreign currency current account without a request from the User if the User ceases to exist as a legal entity. In such cases, the funds are transferred to the account of the legal successor or to the account of an entity specified by law or other regulations. If no legal successor or other entity is specified by law or other regulations, the funds in the Payment Services User's account will be transferred to a bank account designated for unused funds.

The Bank may also close the Payment Services User's dinar and/or foreign currency current account based on a request submitted by the new payment service provider, acting under the User's authorization, on the date specified in the authorization. This is subject to the condition that the User has no outstanding obligations on the account and that all actions prescribed by the Law on Payment Services for account changes have been completed.

If the conditions for account closure are not met, the Bank shall promptly notify the Payment Services User of the reasons preventing the account closure.

Payment Orders, Fund Management, and Inflows to the Dinar Current Account Article 9

The Payment Services User manages funds in the dinar current account based on payment order forms, enabling the transfer of funds from their current account to the dinar current account of the payment recipient, maintained either with the Bank or another bank within the territory of the Republic of Serbia. This is also applicable to payment orders for cash withdrawals from the User's account.

The Payment Services User can manage funds in their dinar current account using a payment instrument, provided they have entered into a separate Framework Agreement with the Bank for the use of such payment instruments.

Fund management from the dinar current account is performed using the following payment order forms:

- 1) Payment Transfer Order
- 2) Withdrawal Order Payment

The Payment Services User deposits cash into their dinar current account using a Payment Deposit Order form.

The Payment Services User is required to use payment order forms for transactions related to the dinar current account in compliance with the Decision of the National Bank of Serbia on the Form, Content, and Usage of Payment Order Forms for Dinar Transactions. If other legal and/or regulatory provisions define the use and conditions of specific payment orders, the Payment Services User must adhere to those as well. If the User fails to comply with regulations regarding payment orders submitted to the Bank, the Bank will consider the payment order as not received.

Payment Orders, Fund Management, and Inflows to the Foreign Currency Current Account Article 10

The Payment Services User manages funds in the foreign currency current account:

- 1) By submitting payment order forms for transferring foreign currency funds from their current account to:
 - The account of the payment recipient maintained with another service provider abroad (hereinafter: international remittance);
 - The foreign currency current account of the payment recipient maintained with the Bank or another bank/service provider within the Republic of Serbia (hereinafter: domestic payment transfer).
- 2) By submitting payment order forms for withdrawing cash in foreign currency from their foreign currency current account.

The Payment Services User can also manage funds in their foreign currency current account using a payment instrument, provided they have entered into a separate Framework Agreement with the Bank for the use of such payment instruments.

Fund management from the foreign currency current account is performed using the following payment order forms:

- 1) International Payment Order
- 2) Transfer Request
- 3) Request for Foreign Currency Conversion and Payment of Dinar Equivalent to a Dinar Current Account

The Payment Services User receives funds into their foreign currency current account based on a payment order issued by the payer at:

- The Bank
- Another bank within the Republic of Serbia
- A bank headquartered abroad.

The payment order form used to credit foreign currency funds to a foreign currency current account is the Collection Order and the General Foreign Currency Order for Payments in Foreign Currency within the Republic of Serbia.

The Payment Services User may deposit foreign currency cash into their foreign currency current account maintained with the Bank, in accordance with the Decision of the National Bank of Serbia on the Cases and Conditions of Payments, Collections, Deposits, and Withdrawals in Foreign Currency Cash. The payment order used for such deposits is the Collection Order.

The Payment Services User is obligated to use payment order forms for transactions related to the foreign currency current account in compliance with the Instruction of the National Bank of Serbia on the Implementation of the Decision on Conditions and Manner of Conducting International Payment Transactions and the Decision of the National Bank of Serbia on the Cases and Conditions of Payments, Collections, Deposits, and Withdrawals in Foreign Currency Cash. If other legal and/or regulatory provisions define the use and conditions of specific payment orders, the Payment Services User must adhere to those. If the User fails to comply with regulations regarding payment

orders submitted to the Bank, the Bank will consider the payment order as not received.

Payment transactions in dinars between a Payment Services User and a non-resident who has a current account with the Bank or another bank within the Republic of Serbia are executed based on a Payment Order or a Collection Order.

Payment Orders of Payment Services Users Involving Currency Exchange Article 11

The Payment Services User submits a payment order form to the Bank, based on which the User instructs the Bank to purchase foreign currency from their foreign currency current account. The Bank purchases foreign currency from the Payment Services User at the buying exchange rate published in the official exchange rate list of the Bank on the day the payment transaction is executed, which is available at all organizational units of the Bank, as well as on the Bank's website. The payment order is submitted to the Bank in the form of an official request from the Payment Services User. The Bank credits the dinar equivalent of the purchased foreign currency to the Payment Services User's dinar current account with the Bank.

The Payment Services User can carry out payment transactions, international remittances, and domestic payment transfers by acquiring foreign currency from the Bank. The Bank sells foreign currency to the Payment Services User at the selling exchange rate published in the official exchange rate list of the Bank on the day the payment transaction is executed, which is available at all organizational units of the Bank, as well as on the Bank's website. On the payment order of the Payment Services User, for which the purchase of foreign currency is required, the User specifies that the transaction will be carried out by purchasing foreign currency.

In the execution of payment transactions that require currency conversion, and which are not initiated using a payment instrument, if one foreign currency is purchased for another foreign currency, the buying exchange rate of the Bank will be used for the foreign currency being purchased, and the selling exchange rate of the Bank will be used for the foreign currency being sold.

Payment Transactions with Payment Users and Payers Located in the Territory of the Autonomous Province of Kosovo and Metohija Article 12

The National Bank of Serbia has prescribed the methods for performing payment transactions with Payment Users and Payers located in the territory of the Autonomous Province of Kosovo and Metohija, through the Instruction on the Temporary Performance of Certain Payment Operations (Official Gazette of FRY No. 11/2001).

The Payment Services User makes payments in foreign currency to a Payment User located in the territory of the Autonomous Province of Kosovo and Metohija based on a payment order request for payment. The foreign currency required for the execution of this transaction must be

purchased from the Bank. The Bank sells foreign currency to the Payment Services User at the exchange rate published in the official exchange rate list of the Bank on the day the payment transaction is executed, which is available at all organizational units of the Bank, as well as on the Bank's website.

The foreign currency funds collected from the payer located in the territory of the Autonomous Province of Kosovo and Metohija will be credited by the Bank to the Payment Services User's dinar account in the Bank, in the amount of the dinar equivalent of the foreign currency funds collected, based on the buying exchange rate of the National Bank of Serbia, on the day the payment transaction is executed.

Foreign currency cash collected by a legal or natural person located in the territory of the Autonomous Province of Kosovo and Metohija will be credited by the Bank to the Payment Services User's dinar account in the Bank, in the amount of the dinar equivalent of the collected foreign currency cash, based on the buying exchange rate for foreign currency cash of the National Bank of Serbia, on the day the payment transaction is executed.

Consent of the Payment Services User for the Execution of a Payment Transaction

Article 13

The Bank will execute a payment transaction based on the Payment Services User's instruction only if the User has given consent for the transaction to be executed. The Payment Services User gives consent for the execution of the payment transaction prior to its execution.

Consent for executing payment transactions depends on the method by which the Payment Services User submits orders to the Bank.

The Payment Services User may submit payment orders:

- In paper form at the Bank's branches/offices
- In electronic form using electronic (Bank applications) - electronic and mobile banking
- Using the payment initiation service;
- Using a payment instrument – a payment card issued by the Bank,
- Using a designated device for payment deposit
- Using other payment instruments that the Bank may offer to clients as a means for issuing a payment order.

The Payment Services User may give consent for the execution of a payment transaction through the payment recipient or through the provider of the payment initiation service.

If the Payment Services User submits payment orders to the Bank physically in paper form, they give consent for the execution of the payment transaction by signing the payment order, as specified by the authorized person on the signature card, who is authorized to manage the funds from the current account. The Bank is obliged to reject a payment order that is not certified with a seal, only if the Payment Services User explicitly stated in the account opening request that they would use a seal.

If the Payment Services User uses electronic or mobile banking services to give consent for the execution of a payment transaction, the Bank will consider that the Payment Services User has given consent for the execution of the transaction, provided that the User has authorized their electronic order in accordance with the General Terms for Electronic Banking for Legal Entities and Entrepreneurs.

Any payment transaction for which the Payment Services User has not given consent in the manner specified in these General Terms or Framework Agreement, will be considered unauthorized by the Bank.

Article 14

If the payer has given explicit consent for the execution of a payment transaction, in order to enable the exercise of their right to use the payment initiation service, the Bank, as the provider of payment services maintaining the account, is obliged to ensure the following:

- 1) Establish communication with the payment initiation service provider and exchange data and messages in a secure manner in accordance with the regulations of the National Bank of Serbia on technical standards for authentication and communication;
- 2) Immediately upon receipt of the payment order from the payment initiation service provider, provide or make available all the information related to the initiation of the payment transaction and all available information regarding the execution of the payment transaction to the provider;
- 3) Not to discriminate against payment orders received through the payment initiation service provider compared to payment orders issued directly by the payer, especially in terms of scheduling, speed of processing, priority, or fees, except for objective reasons.

Rules for Access and Use of Account Information under the Account Information Service

Article 15

If the Payment Services User has given explicit consent for the provision of the account information service, in order to enable the exercise of their right to use this service, the Bank, as the provider of payment services maintaining the account, is obliged to ensure the following:

- 1) Establish communication with the account information service provider and exchange messages and data in a secure manner in accordance with the regulations of the National Bank of Serbia on technical standards for authentication and communication;
- 2) Not to discriminate against requests for providing information received from the account information service provider, except for objective reasons.

Restricted Access to Payment Accounts by Payment Service Providers

Article 16

The Bank, as the payment service provider holding the account, may refuse access to the payment account to the

account information service provider or the payment initiation service provider if there are justified and evidence-supported reasons for unauthorized or fraudulent access to the payment account or unauthorized or fraudulent initiation of payment transactions by these payment service providers.

The Bank, as the payment service provider holding the account, is obliged, in the case specified in paragraph 1 of this Article, to notify the payment service user that access to the payment account has been denied, along with the reasons for the denial, in the manner stipulated by the Framework Agreement. If the Bank is unable to notify the payment service user before denying access to the payment account, it must do so immediately after the access is denied.

Notwithstanding paragraph 2 of this Article, the Bank is not obliged to notify the payer if providing such a notification is prohibited by regulations or if there are objectively justified security reasons.

The Bank will restore access to the payment account once the reasons for denying such access cease to exist.

Debiting the Payment Account Without a Payment Order or the Payment Service User's Consent **Article 17**

The Bank will debit the payment account of the payment service user without a payment order in the following cases:

- 1) In the course of enforcement or compulsory collection proceedings conducted against that user, in accordance with the law;
- 2) To collect overdue fees and commissions that the Bank claims from the payment service user for executed payment services on the dinar and/or foreign currency payment account, to collect overdue fees and commissions that the Bank claims from the payment service user under a loan agreement the Bank has concluded with the payment service user, or to collect other overdue claims of the Bank against the payment service user, if such collection method is agreed upon;
- 3) In other cases prescribed by law.

In cases of incorrect execution of payment transactions, in the process of handling complaints, the Bank will, without special consent from the payment service user, reverse the funds mistakenly transferred to their payment account. The reversal of funds has priority over the execution of any other payment transactions from the payment account to which those funds were transferred.

A payment transaction executed in the manner described in this Article is not considered an unauthorized payment transaction.

Responsibility for Executing Payment Transactions and Reversing Payment Transaction Amounts **Responsibility of the Payer's Payment Service Provider and the Payment Initiation Service Provider for Unauthorized Payment Transactions** **Article 18**

The Bank, as the payer's payment service provider, is responsible for executing a payment transaction for which the payer's consent, given in accordance with the provisions

of the Framework Agreement (hereinafter: unauthorized payment transaction), does not exist.

The Bank, as the payer's payment service provider responsible for executing an unauthorized payment transaction, is obliged to immediately, upon discovering or being notified of the transaction, but no later than the next business day, reverse the amount of the transaction to the payer, unless it suspects fraud or abuse on the part of the payer, in which case the Bank is obliged to take one of the following actions within ten days of discovering the unauthorized payment transaction:

- 1) Explain to the payer the rejection of the reversal and report the fraud or abuse to the competent authority; or
- 2) Reverse the amount of the transaction to the payer if, after additional verification, it concludes that the payer did not commit fraud or abuse.

The Bank, as the payment service provider under paragraph 2 of this Article, is also obliged to reverse the amount of any fees charged to the payer and to reverse or pay the amount of any interest the payer would have been entitled to if the unauthorized payment transaction had not been executed.

The provisions of this Article apply to the Bank even if the payment transaction was initiated through the payment initiation service provider.

Responsibility for Non-Execution or Improper Execution of a Payment Transaction or Delay in Executing a Payment Transaction Initiated by the Payer **Article 19 (*)**

If the payment transaction was directly initiated by the payer, the payer's payment service provider is responsible for its proper execution up to the payment service provider of the payment recipient, in accordance with the agreed execution timeframe for payment transactions.

If the Bank is responsible for the non-execution or improper execution of a payment transaction, it is obliged to immediately, upon discovering, reverse the amount of the non-executed or improperly executed payment transaction to the payer, or restore the payer's payment account to the state it would have been in if the improper payment transaction had not occurred, unless the payment service user requested the proper execution of the payment transaction.

The payment service provider responsible for the non-execution or improper execution of a payment transaction or delay in executing a payment transaction is obliged to reverse to its payment service user the amount of all fees charged, as well as to reverse or pay the amount of any interest the user would be entitled to regarding the non-executed or improperly executed payment transaction.

If the payment transaction was initiated by the payer through a payment initiation service provider, the payer's payment service provider, in terms of responsibility for the non-execution or improper execution of the payment transaction or delay in executing the payment transaction initiated by the payer, is considered to be the payment service provider that holds the payer's account.

Responsibility for Non-Execution or Improper Execution of a Payment Transaction or Delay in Executing a Payment Transaction Initiated by the Payment Recipient or Payer Through the Payment Recipient

Article 20(*)

If the payment transaction was initiated by the payment recipient or the payer through the payment recipient, the payment service provider of the payment recipient is responsible for properly delivering the payment order to the payer's payment service provider.

If the payment service provider of the payment recipient failed to deliver or properly deliver the payment order in the case specified in paragraph 1 of this Article, it is obliged to immediately, upon discovering, deliver or re-deliver the order to the payer's payment service provider.

If the payment order is delivered to the payer's payment service provider after the expiration of the deadline set between the payment recipient and their payment service provider, the payment service provider of the payment recipient is obliged to ensure that the value date of the payment recipient's account approval is at least the date when the payment account would have been approved for the amount of the payment transaction, had the payment transaction been executed within the period specified in that Article.

If the amount of the payment transaction initiated by the payment recipient or the payer through the payment recipient is approved on the account of the payment service provider of the payment recipient, that provider is responsible for the correct execution of the payment transaction.

If the payment service provider of the payment recipient provides evidence to the payment recipient, and if necessary, to the payer's payment service provider, that it is not responsible for the payment recipient in accordance with paragraphs 1 to 4 of this Article, the payer's payment service provider is responsible to the payer for the non-execution or improper execution of the payment transaction.

The provisions of Article 19, paragraph 2 of these General Terms and Conditions apply to the actions of the payer's payment service provider responsible in accordance with paragraph 5 of this Article.

The payer's payment service provider is not responsible under the provisions of paragraph 5 of this Article if it proves that the payment service provider of the payment recipient received the amount of the payment transaction, and there was only a slight delay in executing the payment transaction. In that case, the payment service provider of the payment recipient is obliged to ensure that the amount of the payment transaction is approved to the payment recipient's account, so that the value date of the approval of this account is no later than the date when the account would have been approved if the payment transaction had been executed correctly.

The payment service provider responsible under this Article is obliged to reverse to its payment service user the amount

of any fees charged, and to reverse or pay the amount of any interest that the user is entitled to concerning the non-executed or improperly executed payment transaction.

Rights and Obligations of Payment Service Providers in Case of a Payment Transaction Resulting from Fraud or Abuse and in Specific Cases of Improper Execution of a Payment Transaction

Article 21(*)

If the payer's payment service provider submits a request for a refund along with data, information, and documentation indicating that the payment transaction is likely the result of fraud or abuse, the Bank, as the payment service provider of the payee, is obligated—regardless of whether the conditions for executing the payment transaction in favor of the payee have been met—not to credit these funds to the payee's account, or to disable the payee's access to those funds, for a period of three business days from the date of receipt of the mentioned data, information, and documentation.

If in the case referred to in paragraph 1 of this Article, the Bank—as the payment service provider of the payee—subsequently (but before the expiration of the deadline referred to in that paragraph) receives from the payer's payment service provider data, information, and documentation, including a formal report submitted to a competent state authority, all of which, beyond reasonable doubt, indicate that the transaction is fraudulent or abusive, the Bank, as the payee's payment service provider, shall:

1. Immediately return the funds to the payer if the payee, within 15 business days from the day on which they were informed by their payment service provider about the data, information, documentation, and report, fails to prove or make probable the origin of the funds, or refuses to provide adequate evidence;
2. Allow the payee to access the funds after 30 business days have passed from the end of the deadline set in paragraph 1 of this Article, provided that the payee has proven or made probable the origin of the funds within the period referred to in point 1), and that the competent state authority has not issued and delivered an act prohibiting the disposal of those funds.

The payment service provider of the payee is liable to the payer for any loss resulting from the payment transaction referred to in paragraph 1 of this Article if the payee was allowed to access the funds in violation of paragraphs 1 and 2 of this Article, and it is established in the relevant procedure that the payee committed or participated in fraud or abuse.

The Bank has the following rights and obligations in cases of incorrectly executed domestic payment transactions:

1. If the Bank, as the payer's payment service provider, transfers to the payee's payment service provider an amount exceeding the amount specified in the payment order or mistakenly executes the payment order more than once, the payee's payment service provider must return such funds to the Bank without delay, based on the Bank's evidence as the initiating payment service provider;

2. If the Bank transfers an amount lower than the amount specified in the payment order, the Bank, as the payer's payment service provider, may transfer the difference to the payee's payment service provider within the execution period, without a request from the payment service user for proper execution of the transaction;
3. If the Bank transfers funds to a payee other than the one indicated in the payment order, the Bank, as the payer's payment service provider, may correctly execute the payment transaction within the execution period without a request from the payment service user, and the payment service provider of the incorrect payee must return the funds to the Bank without delay based on the Bank's evidence.

The Bank is liable for any unexecuted or incorrectly executed foreign or domestic currency payment transaction abroad, initiated by the payment service user, provided that the account of the payment service provider of the payee was not credited in accordance with the Payment Execution Schedule. Upon request from the payment service user—submitted within 13 (thirteen) months from the date of the transaction—the Bank will:

- Reimburse the user if the account of the payee's payment service provider was credited for more or less than the amount stated in the payment order;
- Reimburse the user if the payee's account was credited more than once for the same payment;
- Reimburse the user if an incorrect account of the payee's payment service provider and/or incorrect payee account was credited.

In such cases, the Bank will either refund the full amount of the transaction and restore the user's account to the state it would have been in if the transaction had not been executed, or, upon the user's request, properly execute the transaction. The Bank will also refund all fees and charges collected from the user for the unexecuted or incorrectly executed transaction.

The Bank is liable to the payment service user if it fails to deliver a notice of foreign or domestic currency inflow from abroad in the manner defined by the Framework Agreement.

Notification or Request as a Condition for Refund or Proper Execution of a Payment Transaction Article 22(*)

If the Payment Service User notifies the Bank about an unauthorized, unexecuted, or incorrectly executed payment transaction, or requests proper execution of the payment transaction, the Bank is obligated to ensure a refund of the amount of the unauthorized/unexecuted or incorrectly executed payment transaction immediately upon becoming aware of the transaction, provided that such notification or request has been submitted no later than 13 months from the date of the debit.

If the Payment Service User was not provided with information about the payment transaction in accordance with the law and these General Terms and Conditions, the Bank, as the payment service provider responsible for the unauthorized, unexecuted, or incorrectly executed payment transaction, is required to provide the refund referred to in

paragraph 1 of this Article even after the expiration of the 13-month period, provided the Payment Service User notifies the Bank of the unauthorized, unexecuted, or incorrectly executed payment transaction immediately upon becoming aware of it.

Exclusion of Liability Due to Force Majeure or Law Article 23

In the event of force majeure that prevents the execution of payment transactions in accordance with the provisions of the Framework Agreement, or if such non-execution is stipulated by another law, neither the Bank nor the Payment Service User shall be held liable for the failure to execute the payment transaction.

Refund of the Amount for Authorized and Properly Executed Payment Transactions Article 24(*)

The bank, as the payer's payment service provider, is obligated to refund the full amount of the authorized and properly executed payment transaction, initiated by the payee or the payer via the payee, upon the payer's request, if the following conditions are met:

- 1) The payer provided consent for the execution of the payment transaction without specifying the exact amount of the transaction;
- 2) The amount of the payment transaction is higher than what the payer could reasonably expect, considering the amounts of their previous payment transactions, the terms defined in the Framework Agreement, and the specific circumstances of the case.

The bank, as the payer's payment service provider, may request the payer to provide evidence of facts related to the fulfillment of the conditions mentioned in paragraph 1 of this article. The payer cannot invoke the condition in paragraph 1, point 2) of this article if the higher amount of the payment transaction is the result of currency exchange based on the agreed reference exchange rate.

The payer may submit the request mentioned in paragraph 1 of this article within 56 days from the date of the charge.

The bank, as the payer's payment service provider, is obligated to either refund the full amount of the payment transaction or notify the payer of the reasons for rejecting the request mentioned in paragraph 1 of this article within ten business days from receiving the request. The value date of the payer's payment account approval can be at the latest the date when the account was charged for the payment transaction referred to in this paragraph.

If the request is rejected, the bank must inform the payer of the reasons for the rejection and the procedure for protecting the rights and interests of the payment service user, including out-of-court dispute resolution, as well as the procedures that can be initiated for violation of the provisions of this law and the authority responsible for these procedures.

Responsibility for Using the Unique Identification Code

Article 25

If a payment order is executed based on the unique identification code of the payee from that order, it is considered that the order was properly executed regarding the determination of the payee, regardless of other data provided to the payment service provider.

If the unique identification code provided by the payment service user is incorrect, the bank is not responsible for an unexecuted or improperly executed payment transaction.

Upon the request of the payment service user, the bank is obligated to take all reasonable measures to ensure that the amount of the payment transaction is refunded to the user and to request all necessary information from the payee's payment service provider to facilitate the refund of the payment transaction amount. If it is not possible to refund the money to the payment service user, the bank will immediately provide all available information necessary for the user to pursue a refund (e.g., information about the payee's payment service provider and/or the payee), including information that the payee's payment service provider is obligated to provide to the payer's payment service provider.

The bank may charge the payment service user a separate fee for taking the actions mentioned in paragraph 3 of this article in accordance with the applicable tariff.

Obligation to Track the Flow of Funds in Cases of Unauthorized, Unexecuted, or Improperly Executed Payment Transactions

Article 26

In the case of an unauthorized, unexecuted, or improperly executed payment transaction, the bank is obligated, regardless of its responsibility for the proper execution of the payment transaction, to take immediate appropriate measures at the request of its payment service user to track the flow of funds of the payment transaction and provide the user with information on the outcome of the actions taken without delay.

The bank cannot charge the payer a fee for taking the actions outlined in paragraph 1 of this article.

Responsibility for Damages Due to Unauthorized, Unexecuted, or Improperly Executed Payment Transactions or Delays in Executing a Payment Transaction

Article 27

The provisions of Articles 18, 19, and 20 of these General Terms do not exclude the payment service user's right to demand compensation for damages caused by the execution of an unauthorized payment transaction or the non-execution or improper execution of a payment transaction or delay in executing a payment transaction for which the bank is responsible.

Execution of Payment Orders

Article 28

The bank has received a payment order from the payment service user if it was submitted to the bank in accordance with the provisions of the Framework Agreement, regardless of whether the bank participated in the creation or issuance of the payment order.

The payment service user, when submitting payment orders to the bank, defines the order of execution. If the payment service user does not define the order when submitting the payment orders, the bank will consider that the orders can be executed in the order determined by the bank. The payment service user who uses electronic banking services defines the order of execution of the payment orders based on the authorization order, and the bank will consider the order of execution for payment orders entered via electronic banking to be the order in which the orders were submitted to the bank. The payment service user may change the order of execution by submitting an official letter to the bank requesting the change, which must be signed by the person listed on the Signature Deposit Card and stamped, provided that the user explicitly stated in their account opening request that they will use the stamp.

The bank cannot refuse to execute a payment order when all conditions outlined in the Framework Agreement are met, unless otherwise stipulated by regulations or when there is a reasonable doubt regarding the authenticity of the payment order or its individual elements.

Execution of payment orders for dinar current accounts

Article 29

The user of payment services submits a payment order to the Bank during the business day defined by the Payment Transaction Execution Schedule. If the Bank receives the payment order after the Bank's business day ends, the Bank will consider that the order was received on the next business day. The Bank and the user of payment services can agree that the start of the payment order execution time is defined as a future date, and this date should be indicated by the user in the payment order. If this start date is not a business day for the Bank, the payment order will be considered received on the first following business day of the Bank.

When defined by specific regulations, the user of payment services is obligated to submit the necessary document along with the payment order for the execution of the payment transaction; otherwise, the Bank will reject the payment order.

If the payment order meets all the conditions specified in the Framework Agreement and specific regulations, the Bank will execute such a payment order on the same business day it receives the order from the user of payment services, i.e., the amount specified in the payment order will be approved to the payment service provider of the payment recipient on the same business day the payment order was received.

The Bank will credit the user's current account with the funds on the same business day the Bank receives these funds from the payment service provider of the payer.

In accordance with the Payment Transaction Execution Schedule, the Bank will credit the user's current account on the same day the user deposits cash into their account at the Bank.

By the end of the third business day from the receipt or the value date, whichever is later, the Bank will reject the payment order if there are insufficient funds in the current account to execute the payment transaction, and the Bank is not required to notify the user of payment services.

For transactions initiated as instant transfer approvals, the Bank, as the payment service provider for the recipient and/or payer, will execute them within the timeframes specified by the regulation governing the IPS payment system.

If the user of payment services submits a payment order to the Bank initiating a payment transaction as an instant transfer approval, and the Bank determines that the conditions for the receipt and execution of this payment order are not met, the Bank will reject the execution of the payment order and promptly notify the user of payment services.

Execution of payment orders for foreign currency current accounts

Article 30

The user of payment services submits a payment order to the Bank during the business day defined by the Payment Transaction Execution Schedule. If the Bank receives the payment order after the Bank's business day ends, the Bank will consider that the order was received on the next business day. The Bank and the user of payment services can agree that the start of the payment order execution time is defined as a future date, and this date should be indicated by the user in the payment order. If this start date is not a business day for the Bank, the payment order will be considered received on the first following business day of the Bank. The user of payment services is obligated, for all payment orders in dinars and foreign currencies where the payment recipient is a foreign legal or natural person, to submit a document proving the basis and obligation for the payment, along with the payment order. If the user of payment services fails to provide the document proving the basis and obligation for the payment, the Bank will reject the payment order.

For payment transactions in foreign currencies where the payment recipient is a domestic legal or natural person, the user is not required to provide a document proving the basis and obligation for the payment unless required by legal regulations, in which case the user must provide it. If the user of payment services fails to provide the required document, the Bank will reject the payment order.

The Bank and the user of payment services may, in accordance with the regulations governing foreign exchange transactions, conclude a special agreement specifying the conditions under which the user of payment services, for foreign currency or dinar transactions abroad, is not required to submit a document proving the obligation and basis for payment.

The Bank will notify the user of payment services on the same day, or at the latest on the next business day, of the receipt of payment in foreign currency or dinars approved by the payment service provider of the payer from abroad or the AP Kosovo and Metohija area, and directed to the user's foreign currency current account, in the manner the user has specified in the request to open a foreign currency account. The user of payment services is obligated to submit to the Bank, on the same or the next business day following the receipt of the notification, the necessary information for the approval of their current account in the form of an official request with the required document, if prescribed for the approval of funds received from abroad. The request for approval of funds and the accompanying document, if required for the approval of funds, must be submitted in paper form and signed by the person listed on the Signature Card, stamped only if the user of payment services explicitly stated in the account opening request that they will use a seal. The user of payment services who uses electronic banking services submits the request for approval of the current account to the Bank by authorizing the electronic payment order. If the receipt of funds requires the submission of a document, the user must send it via email to the official email address specified by the Bank during the installation of the electronic banking service. The Bank will approve the user's account on the same business day when it receives the approval request from the user for the funds in accordance with this article of the General Terms.

For incoming payments in EUR received through the SEPA payment system, the Bank shall credit the funds to the user's account without delay, provided that the funds required for the execution of the incoming payment have been credited to the Bank's account, or that the Bank has received the information necessary for crediting the user's account, and shall enable the user to dispose of such funds immediately upon their crediting to the user's account.

The user shall, upon receiving the Bank's notification that the funds have been credited to his account — on the same business day or the following business day, provide the Bank with information on the purpose of incoming payment, as well as the document serving as the basis for the incoming payment, if the submission of such document is required by applicable regulations.

The user of payment services can notify the Bank that they do not accept the received funds and must do so by submitting an official request for a refund, which must be signed by the person listed on the Signature Card and stamped only if the user has explicitly stated in their account opening request that they will use a seal.

Revocation of Payment Order

Article 31.

The user of payment services may revoke a payment order at any time before the irrevocability of the payment order occurs by withdrawing consent for the execution of the payment transaction. The revocation of the order by the user of payment services is done by submitting a revocation request to the Bank in writing or electronically. If the request is submitted in writing, it must be signed by the person listed on the Signature Card and stamped, provided that the user of payment services explicitly indicated in the account

opening request that they will use a stamp. If the request for revocation is submitted electronically, it must be sent from the email address of the user of payment services registered in the Bank's system.

Irrevocability of the Payment Order **Article 32.**

The user of payment services cannot revoke a payment order after it has been received by the Bank, as the payer's provider of payment services, except in cases defined by this article, in accordance with the law regulating payment services. The irrevocability of a payment order occurs:

- After the bank has received and released the payment order into the interbank payment flows.
- After the payment order has been finally processed in the internal payment system.

When the payment transaction has been initiated by the payment initiation service provider, the payment recipient, or the payer through the payment recipient – the payer cannot revoke the payment order after giving consent to the payment initiation service provider to initiate the payment transaction or giving consent for the execution of the payment transaction to the payment recipient.

Exceptionally, in the case outlined in paragraph 3 of this article, if the user of payment services and the Bank determine that the execution of the payment order begins on a specific day, or on the day at the end of a specified period, or on the day when the payer makes funds available to their payment service provider, the user of payment services may revoke the payment order by the end of the business day preceding the day established for the execution of the payment order.

After the deadlines in this article, but before the final execution of the payment order, the user of payment services may revoke the payment order only by agreement with the Bank, as their payment service provider, based on a written request, or with the payment service provider involved in the execution of the payment transaction.

If the payment transaction is initiated by the payment recipient or the user of payment services through the payment recipient, the revocation of the payment order after the deadlines in this article cannot be carried out without the payment recipient's consent.

The Bank will charge the user of payment services a fee for the revocation of the order after the deadlines specified in the previous paragraphs, in accordance with the applicable fee schedule.

Fees for Executed Payment Transactions **Article 33.**

The Bank charges the user of payment services fees for executed payment transactions in dinars within the country, in accordance with the Fee Schedule for Payment Services in Dinars within the Country. Fees for executed payment transactions on the user's dinar account will be calculated daily and are due for payment immediately. The fee for executed payment transactions from designated and other

accounts the user holds with the Bank will be charged from the user's regular account.

The Bank charges the user of payment services fees for executed payment transactions in foreign currency and dinars abroad, in accordance with the Fee Schedule for Payment Services in Foreign Currency and Dinars Abroad.

Fees for executed payment transactions with foreign countries are calculated daily and are due for payment immediately.

The user of payment services for executed payment transactions with foreign countries must also pay all costs charged by the intermediary bank, which is involved in the execution of the payment transaction to the foreign payment recipient. The user of payment services must pay the Bank the costs of intermediary banks only if such costs are specified on their payment order. The Bank charges the user of payment services for intermediary bank costs based on the actual costs and on the day the Bank receives notification of their amount from the intermediary bank.

The user of payment services for executed payment transactions abroad in dinars must pay all costs charged by the payment service provider of the foreign payment recipient in the Republic of Serbia.

The user of payment services is required to ensure coverage on their dinar account for the payment of calculated fees for executed domestic payment transactions.

The user of payment services is required to ensure funds in both their dinar and foreign currency accounts to cover the calculated fees for executed payment transactions abroad and the costs of intermediary banks.

The user of payment services authorizes the Bank to collect all fees (commissions) calculated in accordance with the Fee Schedule for Payment Services in Dinars within the Country for executed payment transactions upon their order, without separate consent, from the funds on their dinar account with the Bank. The user of payment services agrees that overdue, unpaid fees (commissions) calculated in accordance with the Fee Schedule for Payment Services in Dinars within the Country for executed payment transactions upon their order can be collected by the Bank from the funds in the user's foreign currency account held with the Bank, with the Bank converting the foreign currency into its dinar equivalent according to the Bank's buying exchange rate published on the official exchange rate list of the Bank on the day the fee is collected.

The Bank reserves the right not to execute the payment order of the user of payment services if the user has overdue, unpaid obligations based on the calculated fees (commissions) for executed domestic payment transactions. In case the user does not settle their obligations by the due date, the Bank will charge and collect default interest on all overdue, unpaid obligations in accordance with the statutory default interest rate. The statutory default interest rate is calculated in accordance with the Law on Default Interest.

The user of payment services authorizes the Bank to collect all fees (commissions) calculated in accordance with the

Fee Schedule for Payment Services in Foreign Currency and Dinars Abroad for executed payment transactions upon their order, without separate consent, from the funds in their dinar account with the Bank. The user agrees that overdue, unpaid fees (commissions) calculated in accordance with the Fee Schedule for Payment Services in Foreign Currency and Dinars Abroad for executed payment transactions upon their order can be collected by the Bank from the funds in their foreign currency account with the Bank, with the Bank converting the foreign currency into its dinar equivalent according to the Bank's buying exchange rate, as published on the official exchange rate list of the Bank on the day the fee is collected.

The user of payment services agrees that all costs charged by intermediary banks for executed payment transactions upon their order can be collected by the Bank without separate consent from the funds in their foreign currency account with the Bank. If the user covers the costs of the intermediary bank by purchasing foreign currency from the Bank, the Bank will sell foreign currency to the user at the Bank's selling exchange rate published on the official exchange rate list of the Bank on the day the costs of the intermediary bank are paid.

The user of payment services agrees that all costs charged by the domestic intermediary bank for executed payment transactions abroad in dinars can be collected by the Bank without separate consent from the funds in the user's dinar account with the Bank. If the user covers the costs of the domestic intermediary bank by selling foreign currency to the Bank, the Bank will buy foreign currency from the user at the Bank's buying exchange rate, published on the official exchange rate list of the Bank on the day the costs of the domestic intermediary bank are paid.

The Bank reserves the right not to execute the payment order of the user of payment services if the user has overdue, unpaid obligations based on the calculated fees (commissions) for executed foreign currency and/or dinar payment transactions.

If the user of payment services does not settle their obligations for executed foreign payment transactions by the due date, the Bank will charge and collect default interest on all overdue, unpaid obligations in accordance with the statutory default interest rate. The statutory default interest rate is determined in accordance with the Law on Default Interest.

Upon the request of the user of payment services, the Bank will, free of charge, provide the user with a report on all fees charged for services related to the payment account for the previous calendar year by March 1st of the current year. The report on charged fees will be delivered electronically or in paper form if the user of payment services specifies that in their request.

Interest Article 34.

The bank does not pay interest on the positive balance of funds in the dinar and foreign currency current accounts of the payment service user.

Mode and Means of Communication Article 35.

The bank and the payment service user define the mode and means of communication, as well as the frequency of information delivery, i.e., making information available to the payment service user, through the Framework Agreement.

Communication between the bank and the payment service user for the dinar current account

The payment service user, in the request for opening a dinar current account, chooses the method and means of communication with the bank. The payment service user selects the method of delivery for:

- notifications and information from the bank,
- statements of balance and transactions on the dinar current account.

The payment service user can choose to receive all notifications and information from the bank by mail to their address or by email to the email address provided in the request. If the payment service user chooses to receive notifications by mail, they must provide the address where the bank will forward the mail. If the user has a separate address for receiving mail, they must provide that address as well for receiving notifications and information.

In the request for opening a dinar current account, the payment service user decides how they will receive the statement of balance and transactions on the dinar current account. The payment service user may choose to receive statements of balance and transactions at the bank's counter or by email to the email address provided in the request.

At the end of each calendar month, the bank will send, by mail, any daily statements of balance and transactions on the dinar current account that the payment service user did not collect at the bank's counter during that month.

A payment service user who uses electronic banking services can receive notifications, information, and statements of balance and transactions through the electronic banking application.

If the payment service user uses electronic banking, they can receive notifications and statements via email at the address provided in the request for opening the account.

The bank, as the payment service provider performing instant approval transfers, will immediately notify the payer if the payment order is rejected. As the recipient's payment service provider, the bank will immediately notify the recipient when the funds are made available following the instant approval transfer.

The notification can be sent by email to the address provided in the request for opening the account if the orders are delivered in paper form, or through the e-banking application if the orders are delivered electronically.

Communication between the bank and the payment service user for the foreign currency current account

The payment service user, in the request for opening a foreign currency current account, selects the method and means of communication with the bank. The payment service user selects the method of delivery for:

- notifications and information from the bank,
- statements of balance and transactions on the foreign currency account,
- notifications about foreign exchange purchase orders,
- notifications about individual bank fees for completed payment transactions,
- notifications about foreign currency and dinar inflows from abroad,
- notifications about completed payment transactions in foreign currency and dinars abroad (swift message delivery).

The payment service user can choose to receive all notifications and information from the bank by mail to their address or by email to the email address provided in the request. If the payment service user chooses to receive notifications by mail, they must provide the address where the bank will forward the mail.

The payment service user will receive statements of balance and transactions on the foreign currency current account, notifications about foreign exchange purchase orders, notifications about individual bank fees for payment transactions, notifications about foreign currency and dinar inflows from abroad, and notifications about completed payment transactions in foreign currency and dinars abroad via email to the address provided in the request for opening the account.

A payment service user who uses electronic banking services can receive notifications, information, and statements of balance and transactions via the electronic banking application. They can also receive notifications and statements via email to the address provided in the request for opening the account.

If the bank is unable to communicate with the payment service user using email or electronic banking for objective reasons, the bank will send notifications and statements by mail.

It is considered that the bank has fulfilled its obligation to inform the payment service user by sending notifications, information, and statements of balance and transactions on the dinar and/or foreign currency current account to the last known address or the address provided for receiving mail, or to the email address provided in the request for opening the account.

The payment service user is obligated to inform the bank of any changes to their address and/or email address for receiving notifications and information in an official request, signed by the person listed in the signature card and stamped, provided that the payment service user explicitly stated in the request that they will use the stamp. The bank is not responsible for failing to send mail and/or emails if the reason is a change in address or email that the payment service user has not properly notified the bank.

All notifications and information made available to the payment service user based on the Framework Agreement are announced in all of the bank's business premises and on the bank's website.

Amendments to the Framework Agreement Proposed by the Bank Article 36.

If the Bank proposes amendments to the provisions of the Framework Agreement, it is obligated to notify the Payment Service User of the proposed amendments and provide a draft of these amendments no later than two months before the proposed effective date, in writing, so that the Payment Service User has time to make a decision regarding the acceptance of the changes to the Framework Agreement.

By way of exception from paragraph 1 of this Article, if the Bank proposes a change in the fee for providing payment services in favor of the Payment Service User, or introduces a new free service or functionality of an existing service, such a change may be applied immediately and without prior submission to the Payment Service User of the proposed amendments to the provisions of the Framework Agreement relating to that change.

Upon receipt of the proposal referred to in paragraph 1 of this Article, the Payment Service User may accept or reject the amendments to the provisions of the Framework Agreement before the proposed date of their implementation.

Upon receiving the proposal as outlined in paragraph 1 of this article, the Payment Service User may agree that the proposed amendments shall take legal effect before the proposed effective date. The Payment Service User may provide this consent to the Bank in writing or electronically from their official email address.

It will be considered that the Payment Service User has agreed to the proposal from paragraph 1 of this article if, before the proposed effective date of the amendments, they have not notified the Bank in writing that they disagree with the proposal. The Bank will notify the Payment Service User of this at the same time as delivering the proposal for the amendments.

In the case referred to in paragraph 5 of this Article, the Bank is obligated to inform the Payment Service User, simultaneously with the delivery of the proposal mentioned in that paragraph, of their right to terminate the Framework Agreement without paying any fees or other costs if they do not accept the proposal, at any time before the proposed date of the amendments' implementation, and to specify the date, prior to the proposed date of implementation, from which the termination will take effect.

Changes to the interest rate and exchange rates may be applied immediately and without prior notice to the Payment Service User if they are based on changes to the agreed reference interest rate or reference exchange rate.

If the reference interest rate or exchange rate changes in favor of the Payment Service User, these changes may be

applied immediately and without prior notice to the Payment Service User.

Article 37.

If the Bank intends to amend any provision of the overdraft agreement, except in the case of a variable interest rate under the Law on Consumer Protection in Financial Services, it must provide the Payment Service User with a proposal for these changes in writing, at least one month before the start, or the planned start, of their implementation.

The proposal referred to in paragraph 1 of this Article must include:

1. A clear and precise description of the proposed changes, with an appropriate explanation of the position of the Payment Service User in relation to their position before these changes;
2. A note that the Payment Service User's consent is required for the proposed changes in case of modifications to mandatory elements of the agreement, specifying the method and deadline for giving such consent;
3. An explanation of changes that apply by operation of law, another regulation, or based on the agreement, if applicable;
4. A description of the consequences that may occur if the Payment Service User does not accept these changes or requests termination of the agreement, including the costs that will be borne by the Payment Service User in the event of such termination;
5. The date from which these changes will apply.

Article 38.

If the Bank intends to amend any mandatory element of the overdraft agreement, it must conclude an annex to the agreement with the Payment Service User in the prescribed form for such agreements. If the Payment Service User does not agree to this amendment, the Bank may not unilaterally change the terms of the agreement, nor unilaterally terminate or cancel the agreement.

If the fixed interest rate or fixed element of the variable interest rate, or the amount of fees and other costs, are changed to the benefit of the Payment Service User, or if the Payment Service User is granted certain rights to use additional or ancillary services without introducing new or increasing existing interest rates, fees, or other costs, such changes may be applied without applying paragraph 1 of this Article and Article 37 of these General Terms and Conditions.

If the fixed interest rate or fixed element of the variable interest rate has been changed in favor of the Payment Service User, the Bank must notify the Payment Service User in writing before the changes are implemented, unless otherwise provided by law.

The provisions of this Article do not apply in the case of changes in the variable interest rate due to a change in the variable element of that rate.

Duration and Termination of the Framework Agreement Article 39.

The Framework Agreement is concluded for an indefinite period.

The Framework Agreement may be terminated in writing by mutual agreement of the Bank and the Payment Service User or by unilateral termination.

If the Payment Service User has concluded multiple Framework Agreements with the Bank regarding current accounts, the termination of one of these agreements does not lead to the termination of the others.

In the event of termination of the Framework Agreement, the Payment Service User is required to settle all obligations toward the Bank concerning the current account for which the Framework Agreement ceases to be valid.

Termination or Invalidity of the Framework Agreement at the Request of the Payment Service User Article 40.

The Payment Service User has the right to terminate the Framework Agreement at any time during its duration, with a one-month notice period. The request for termination of the Framework Agreement must be signed by the legal representative of the Payment Service User and notarized, provided that the Payment Service User has explicitly stated in their request for opening an account that they will use a seal. The notice period begins on the day the Bank receives the request for termination of the Framework Agreement.

If the Payment Service User terminates the Framework Agreement, they are only obligated to pay for the payment services provided up to the date of termination. If such fees have been paid in advance, the Bank is obligated to return the proportional amount of the paid fee.

The Bank cannot charge the Payment Service User a fee for terminating the Framework Agreement.

The Payment Service User may terminate the Framework Agreement in other cases stipulated by the law governing obligations or any other law.

The Payment Service User may request that provisions of the Framework Agreement, which are contrary to the information provided to the Payment Service User during the pre-contractual phase, or provisions regarding the essential elements of the Framework Agreement that were not previously provided, be declared void.

Bank's Right to Terminate the Framework Agreement Article 41.

The Bank has the right to terminate the Framework Agreement concluded for an indefinite period at any time during its duration, with a two-month notice period, which begins on the day the Bank sends written notification to the Payment Service User about the termination of the Framework Agreement. It is considered that the notification of termination of the Framework Agreement is delivered on the day the written notification is sent.

In the event of termination of the Framework Agreement by the Bank, the Bank has the right to charge the Payment Service User for all payment services provided up to the termination of the Framework Agreement. If the Payment Service User has paid the Bank in advance for payment services or account maintenance, the Bank will return the proportional amount of the fee.

The Bank may terminate the Framework Agreement in other cases stipulated by the law governing obligations or any other law.

Information on the Protection of the Payment Service User

Article 42.

Right to Complaint

If the Payment Service User believes that the Bank is not complying with the provisions of the law and other regulations governing these services, the Framework Agreement, the Bank's General Terms and Conditions, or good business practices, they have the right to file a complaint with the Bank within six months from the date of learning that their rights have been violated. In any case, the right to file a complaint expires three years after the violation of the Payment Service User's rights occurred. A Payment Service User, for the purposes of this provision, also includes the provider of the security instrument.

The Bank is required to provide a clear, understandable, and complete response to the complaint in writing, no later than 15 (fifteen) days from the date of receipt of the complaint. The Bank must also inform the complainant of their right to file a complaint with the National Bank of Serbia and explain how they can file such a complaint.

If the Bank, for reasons beyond its control, cannot provide a response within the deadline in paragraph 2 of this Article, this deadline may be extended by up to 15 more days. The Bank must inform the complainant in writing of this extension within 15 days from the date of receipt of the complaint. In this notification, the Bank must clearly and understandably explain the reasons why it was unable to respond within the initial 15-day deadline and specify the final deadline for providing a response.

The Bank may not charge the complainant any fee or other costs for handling the complaint.

The Bank must provide the opportunity to submit complaints in all business premises where it offers services to Payment Service Users, on its official website, and through electronic services, ensuring that the Payment Service User or the provider of the security instrument is informed of how to file a complaint and how the complaint will be processed.

If the payment service was contracted remotely, the Bank must allow the Payment Service User to file a complaint in the same way, using the same communication medium or in the same written form.

Right to Submit a Complaint to National Bank of Serbia

If the Payment Service User is dissatisfied with the response to the complaint or if the response was not provided within

15 days, the Payment Service User may, before initiating legal proceedings, file a complaint in writing with the National Bank of Serbia.

The Payment Service User may submit the complaint within six months from the date of receipt of the response to the complaint or from the expiration of the deadline for the response to the complaint.

The complaint may be submitted in writing to: National Bank of Serbia, Sector for Consumer Protection in Financial Services, Kralja Petra 12/Nemanjina 17, Belgrade, or via the National Bank of Serbia's website.

Mediation Procedure

If the Payment Service User is dissatisfied with the response to the complaint or if the response was not provided within the prescribed deadline, the dispute between the Payment Service User and the Bank may be resolved through mediation before the National Bank of Serbia.

The provisions of the law governing mediation in dispute resolution do not apply to the mediation procedure before the National Bank of Serbia as outlined in this Article.

The mediation procedure is confidential and free of charge for the parties involved.

The mediation procedure is conducted at the premises of the National Bank of Serbia or remotely using electronic communication means.

The mediation procedure is initiated upon the proposal of one party in the dispute, which must be accepted by the other party, after which an agreement on entering into mediation is concluded.

The proposal for mediation must include a deadline for acceptance, which cannot be shorter than 5 days from the day the proposal is delivered.

An agreement between the parties reached during the mediation procedure before the National Bank of Serbia must be made in writing. This agreement has the force of an enforceable document if it contains a statement from the debtor consenting to the forced execution after the due date of a certain obligation or fulfillment of a certain condition (enforceability clause), the signatures of the parties, and confirmation of enforceability by the National Bank of Serbia, without the need for certification by a court or public notary.

Once the mediation procedure has been initiated, the Payment Service User may no longer file a complaint, unless the mediation is terminated by suspension or withdrawal. If a complaint has already been filed, the National Bank of Serbia will suspend the processing of the complaint if the mediation ends with an agreement.

The deadline for filing a complaint is suspended while the mediation procedure is ongoing.

Confidentiality and Protection of Payment Service Data

Article 43

Data obtained by the Bank during its operations, relating to the Payment Service User, including personal data, transaction details, and the balance and changes in the User's payment account, are considered business secrets.

The Bank, members of its governing bodies, employees, and other individuals employed or engaged by it, as well as other individuals who, due to the nature of their work, have access to the data referred to in paragraph 1 of this Article (hereinafter: Confidentiality Obligors), are prohibited from disclosing, delivering, or granting access to this data to third parties.

The obligation to maintain the confidentiality of the business secrets referred to in paragraph 1 of this Article does not cease after the termination of the status through which the Confidentiality Obligors gained access to the protected data.

By exception to paragraph 2 of this Article, Confidentiality Obligors may disclose, deliver, or grant access to the data referred to in paragraph 1 of this Article to third parties only under conditions prescribed by law.

Persons who are granted access to the data referred to in paragraph 1 of this Article under this Article may use such data solely for the purpose for which it was obtained and may not further disclose, deliver, or grant access to this data to third parties, except in cases provided by law.

The provisions of paragraph 5 of this Article also apply to individuals employed or engaged, or who were employed or engaged, by entities granted access to the data referred to in paragraph 1 of this Article, as well as other individuals who, due to the nature of their work, have been granted access to such data.

Protection of Personal Data Related to Payment Services

Article 44

The Bank is required to collect and process personal data in accordance with the regulations governing the protection of personal data.

The Bank may collect and process the data referred to in paragraph 1 of this Article to prevent, investigate, or detect fraudulent actions or abuses related to payment services.

Applicable Law and Dispute Resolution

Article 45

The resolution of disputes between the Bank and the Payment Service User shall be governed by the laws of the Republic of Serbia.

The Bank and the Payment Service User will endeavor to resolve any disputes amicably. In case of a dispute, the jurisdiction of the competent court located at the Bank's registered office is agreed upon.

Transitional and Final Provisions

Article 46

For all matters not regulated by the Framework Agreement, the provisions of the laws governing payment services, the protection of financial services users, contractual relations, and other relevant laws and regulations of the Republic of Serbia shall apply.

In the case of international payment transactions, the provisions marked (**) – Articles 19, 20, 21, 22 and 24 of these General Terms and Conditions – shall not apply; instead, the rules of the relevant international payment systems and the applicable interbank procedures shall apply.

Upon becoming aware of a transaction referred to in any of the marked articles, the Bank shall, without delay, initiate a complaint procedure with the other bank participating in the transaction.

The course and the time limits for resolving the complaint depend on the actions of the other bank and the rules of the applicable international payment system, of which the payment service user shall be duly informed in a timely manner.

Article 47

These General Terms and Conditions will be displayed in the Bank's business premises as well as on the Bank's website www.halkbank.rs, and they will be applied starting from May 4, 2026.

At the beginning of the application of these General Terms and Conditions, General terms and conditions for opening, maintenance and termination of dinar and foreign currency current accounts for entrepreneurs and provision of payment services under these accounts cease to apply as of April 28, 2025.

HALKBANK a.d. Belgrade
SUPERVISORY BOARD