

GENERAL TERMS AND CONDITIONS FOR OPENING, MAINTAINING, AND CLOSING ACCOUNTS AND PROVIDING PAYMENT SERVICES TO RETAIL CLIENTS

I INTRODUCTORY PROVISIONS

Subject

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 the provider of payment services (hereinafter referred to as: the Bank), and Retail segment clients, as Users of services, in relation to the opening, maintenance, and closing of dinar and foreign currency current and other payment accounts, as well as performing payment transactions and providing payment services through these accounts.

Retail segment client is private individual who does not perform an activity and a agricultural producer as a holder or a member of agricultural household in terms of law regulating agriculture and rural development (hereinafter referred to as: User of payment services).

The General Terms, along with:

- The application for opening an account,
- Tariff for Retail segment services
- Individual agreement on the opening, maintenance, and closing of current and other accounts and payment services, regardless of their names,
- The payment schedule,
- The general terms and conditions and agreement for individual additional services with a payment account,
- Overview of fees and services related to the accounts, on the form prescribed by National Bank of Serbia (hereinafter referred to as: OFS i.e PUN)

constitute the Framework Agreement.

The Framework Agreement is concluded in the Serbian language, and all communication and additional documentation exchanged between the User of payment services and the Bank during the contractual obligation is conducted in the Serbian language. Upon the explicit written request of a non-resident User and/or persons who are not citizens of the Republic of Serbia, the Framework

Agreement can be bilingual, in Serbian and English, with the Serbian version being deemed authoritative.

Bank is obliged to provide to the Payment services user at least one copy of the Framework Agreement.

Payment accounts are subject to oversight by the relevant authorities based on tax obligations in accordance with the law.

Meaning of Certain Terms

Article 2.

Certain terms used in these General Terms have the following meanings:

1. **Bank** refers to the payment service provider with the following information:
 - HALKBANK a.d. Belgrade, Belgrade – New Belgrade, Milutina Milankovića 9e, Republic of Serbia
 - Phone: +381 11 2041 800
 - E-mail address: office@halkbank.rs
 - Website: www.halkbank.rs
 - SWIFT: CABARS22
 - Company Registration Number: 07601093
 - Tax ID: 100895809
 - The Bank is licensed to operate under the Decision of the National Bank of Yugoslavia O. No. 328 from December 26, 1990.
 - Supervisory authority: National Bank of Serbia, Belgrade, Kralja Petra 12/Nemanjina 17
2. **User of payment services** is private individual (resident or non-resident) who does not perform an activity or agricultural producer as a holder or a member of agricultural household in terms of law regulating agriculture and rural development, who uses or has used a payment service as a payer and/or recipient of payments or has contacted the payment service provider to use these services (hereinafter referred to as: User of payment services, plural: Users of payment services);
3. **Payment transaction** refers to a deposit, transfer, or withdrawal of funds initiated by the payer or recipient of payment, or initiated on behalf of the payer, regardless of the legal relationship between the payer and the recipient;

4. **Remote payment transaction** refers to a payment transaction initiated via the internet or a device that can be used for remote communication;
5. **Payment account** refers to an account used for performing payment transactions, which is maintained by the payment service provider for one or more Users of payment services;
6. **Payment instrument** refers to any personalized means and/or series of procedures agreed between the user of payment services and the payment service provider, used for issuing a payment order or initiating a payment transaction;
7. **Payment instrument for low-value payments** refers to a payment instrument that, under the framework agreement, is used solely for executing individual payment transactions whose amount does not exceed 3,000 dinars or whose total spending limit does not exceed 15,000 dinars, or the total value of the funds stored on the payment instrument at any time does not exceed 15,000 dinars;
8. **Initiating a payment transaction** refers to taking actions that are a prerequisite for starting the execution of a payment transaction, including issuing a payment order and performing authentication;
9. **Payer** refers to a natural or legal person who issues a payment order or gives consent for executing a payment transaction from their payment account, or if they do not have a payment account, the natural or legal person who issues a payment order. For instant transfer approvals, the payer refers to the natural or legal person who issues a payment order from their payment account, or if they do not have a payment account, the natural or legal person who issues the payment order;
10. **Recipient of payment** refers to a private individual or legal entity designated as the recipient of the funds involved in a payment transaction;
11. **Consumer** refers to a private individual who enters into a payment services agreement for purposes not related to their business or commercial activity;
12. **Monetary funds** refer to cash, funds in an account, and electronic money;
13. **Cash** refers to banknotes and coins;
14. **ATM (Automated Teller Machine)** refers to an electromechanical device that allows cardholders to deposit and/or withdraw cash and/or use other services (money transfers, balance inquiries, etc.);
15. **POS terminal** refers to a device installed at a retail location or counter of the payment service provider, enabling the use of payment cards, with payment transaction information recorded electronically;
16. **Business day** refers to a day, or part of a day, when the payer's or recipient's payment service provider, participating in the execution of a payment transaction, is open for business, enabling the execution of the transaction for the payment service user;
17. **Value date** refers to the reference date or reference time used by the payment service provider when calculating interest on funds debited or credited to a payment account;
18. **Reference exchange rate** refers to the exchange rate used for currency conversion, which is made available by the payment service provider or sourced from publicly available sources;
19. **Reference interest rate** refers to the rate used to calculate interest, publicly available and determined independently of the unilateral will of the provider and user of payment services who have entered into a payment services agreement;
20. **Unique identification code** refers to a combination of letters, numbers, and/or symbols determined by the payment service provider for the user of payment services, used in a payment transaction for unambiguous identification of the user and/or their payment account;
21. **Means of remote communication** refers to any medium that allows the payment service provider and user to conclude a payment services agreement when they are not physically present at the same time;
22. **Durable medium** refers to any medium that allows the user to store data intended for them, to access that data, and to reproduce it unchanged for a period corresponding to the purpose of storage;
23. **Domestic payment transaction** refers to a payment transaction where both the payer's and recipient's payment service providers are located within the territory of the Republic of Serbia;
24. **International payment transaction** refers to a payment transaction where one payment service provider offers the service in the territory of the Republic of Serbia, and another offers it in a third country, as well as a transaction where the same payment service provider offers the service for one user in the Republic of Serbia and for the same or another user in a third country;

25. **Payment transaction execution schedule** refers to a special document from the Bank defining deadlines, methods, and conditions for executing payment transactions;
26. **Current account** refers to a payment account maintained by the Bank, which includes any dinar or foreign currency current account used for executing payment transactions and other services provided by the Bank to payment service users. Each opened account has a unique identification code defined by the Bank for the user of payment services and is used for the transaction;
27. **Basic service payment account** refers to a payment account used for executing payment transactions in dinars, covering basic services required to open, maintain, and close the account, deposit and withdraw cash, and execute payment transactions;
28. **Legal stay in the Republic of Serbia** refers to a natural person's stay in Serbia in accordance with the regulations governing the residence of citizens and the stay of foreigners, including foreigners who are in Serbia under asylum or refugee laws or based on an international agreement;
29. **Change of payment account** refers to the service provided by the payment service provider in accordance with the Law on Payment Services and the Framework Agreement;
30. **Authorization for changing the payment account** refers to the consent given by the user of payment services in writing to both the previous and new payment service providers to take over all or specific actions required to change the payment account;
31. **Agreement** refers to the agreement concluded between the Bank and the User of payment services, defining the terms and conditions for opening, maintaining, and closing an individual current account and providing payment services with the current account;
32. **IPS Payment System** – the payment system operated by the National Bank of Serbia, used for transferring funds in dinars between participants in the system to perform instant transfer approvals;
33. **Instant transfer approval** – a domestic payment transaction in dinars executed by an approval transfer that the payer can initiate at any time during the day, every day of the year, with the transfer of funds to the recipient's payment account performed according to the timeframes set by the National Bank of Serbia's decision governing the execution of instant transfer approvals;
34. **Payment service provider managing the account** is the payment service provider that opens and maintains the payment account for the payer;
35. **Payment initiation service provider** is the payment service provider performing business activities related to the service that issues a payment order at the request of the user, charging the payment account held with another payment service provider;
36. **Account information service provider** is the payment service provider offering services over the internet, providing grouped information about one or more payment accounts held by the user with another or multiple payment service providers;
37. **Authentication** refers to the process that enables the payment service provider to verify the identity of the user of payment services or the validity of the use of a specific payment instrument, including the use of personalized security elements;
38. **Personalized security elements** refer to the personalized data and identifiers assigned by the payment service provider to the user to enable authentication;
39. **Sensitive payment data** refers to any data, including personalized security elements, that can be used for fraudulent actions. In the case of payment initiation and account information services, the name of the account holder and account number do not constitute sensitive payment data;
40. **Payment brand** refers to any material or digital name, expression, symbol, or combination thereof used to designate a payment card system under which a payment transaction is performed based on a payment card
41. **Unauthorized overdraft** is the amount for which the Bank has, in line with agreement or the law, debited Payment services user current account, on its behalf or on the behalf of third person, when there was not enough funds available for payment transaction execution on the account, including overdraft funds,

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 opening, maintaining, and closing the account;
2. Services enabling the withdrawal of cash from a payment account, as well as all services necessary for opening, maintaining, and closing the account;
3. Services for transferring funds from or to a payment account, including: (1) Approval transfer; (2) Using a payment card or similar means;
4. Services for executing payment transactions where funds are secured by a credit granted to the user of payment services, including: (1) Approval transfer; (2) Using a payment card or similar means;
5. Services for issuing payment instruments and/or accepting payment transactions;
6. Services for executing money transfers.

An approval transfer is a payment service where the payer initiates one or more payment transactions with their payment service provider, including issuing a standing order, after which the recipient's payment account is approved for the payment transaction amount.

Executing a money transfer is a payment service where the payment service provider receives the payer's funds without opening a payment account for the payer or recipient, solely for making those funds available to the recipient or transferring those funds to the recipient's payment service provider, who then makes them available to the recipient.

Issuing payment instruments is a payment service where the payment service provider issues a payment instrument to the payer, under a contract, for initiating and processing payment transactions with that provider.

Accepting payment transactions is a payment service where, under an agreement between the payment service provider and the recipient, the transfer of funds to the recipient is executed.

III OPENING, MAINTAINING, AND CHANGING ACCOUNTS

Opening an Account

Article 4.

The bank opens an account based on the agreement for opening and maintaining an account, in accordance with the provisions of that agreement and these General Terms, or the provisions of the Framework Agreement. The bank is required to provide the payment service user, within a reasonable time before concluding the Framework Agreement, with information established as mandatory elements of the mentioned agreement, including an Overview of services and fees related to the payment account (PUN), in a manner that will allow the user to become familiar with the conditions related to the provision of payment services and compare the offers of different payment service providers to assess whether these conditions and services meet their needs.

The bank is obliged to provide to the payment service user information from the previous paragraph, on the paper or other permanent data carrier, in a way that will not mislead him in any moment regarding the conditions related to the provision of payment services.

The bank may provide to the payment service user, information from paragraph 1 of this article by providing a copy of the draft Framework Agreement containing the information from paragraph 1 of this article.

If the Framework Agreement is concluded upon the request of the payment service user by using a means of distance communication which does not allow the bank, as the payment service provider, to fulfill its obligation under paragraph 2 of this article, the bank fulfills this obligation immediately after the conclusion of the Framework Agreement.

For the purpose of opening an account, the payment service user is required to submit a request to the bank with defined data and other information that the bank may require in accordance with good business practices, in order to establish a contractual relationship. In addition to the request, the payment service user must submit a document verifying their identity (ID card, passport, or another appropriate identification document) and other documents in accordance with regulations.

In case of contracting of additional service which represents financial service according to the Law on financial service users protection, is being contracted at the same time along with the Agreement, on Bank's obligation in pre-contractual

phase, provisions of Law on financial service users protection will be applied.

The bank will open an account for minors, legally incapacitated persons, and persons under guardianship at the request of their legal representative/guardian, with mandatory identification of the legal representative/guardian and the submission of documents proving the status of minority or guardianship (birth certificate, legally binding decision from the Social Welfare Center, court decision, or appropriate document proving the status of minority or guardianship).

For minors with legal capacity, the bank will open an account at the request of the minor with legal capacity, with mandatory identification and submission of documents proving legal capacity (e.g., court decision on gaining legal capacity, proof of marriage, for those over 16 years old proof of parenthood, for those over 15 years old an employment contract).

The legal representative/guardian of a minor or legally incapacitated person cannot authorize a third party to dispose of funds in the account of that person.

Article 5.

Based on the submitted request, the bank opens and maintains the following accounts:

1. Current account,
2. Payment account with basic services, or
3. Other payment account.

The bank reserves the right to decline request for opening a current or other payment account without providing a specific explanation.

If the payment service user – consumer's request for opening a payment account with basic services is denied, the bank will, without delay, notify the applicant in writing and free of charge about the denial and the reasons for the denial, unless notification is banned by the regulation, along with information on the right to file a complaint and the possibility of out-of-court resolution of the dispute.

Maintaining Accounts

Article 6.

The bank maintains dinar and foreign currency accounts, depending on the type of account, in accordance with the provisions of the agreement for opening and maintaining the given type of account. The funds in the accounts are treated as demand deposits, and the bank secures them with the Deposit Insurance Agency up to the amount prescribed by the law regulating deposit insurance, except for deposits that are legally exempt from being insured deposits.

Article 7.

The bank provides the payment service user with services of depositing and withdrawing cash, transferring funds, executing payment transactions, executing money remittances, and other payment services within the balance and available amount of funds in the account, in accordance with the provisions of the agreement for opening and maintaining a specific type of account, these General Terms, or the Framework Agreement.

The available amount of funds in the account includes the positive balance and the agreed overdraft limit, which the payment service user and their authorized persons may dispose of, up to the limits granted by the authorizations.

Disposal of funds is unlimited within the available amount of funds, except in cases of force majeure or when regulations require otherwise.

The payment service user disposes of the funds in the account within the available funds using instruments of disposal. Disposal of funds at ATMs, acceptance devices, or in other ways involving the use of a card is done using the card and signature and/or the use of the cardholder's PIN, or in any other way enabled by the bank.

Bank may, through the Agreement, envisaged Unauthorized overdraft, including level of interest rate, level and type of all the fees which needs to be paid by the User of payment services, specified if they are fixed or variable, and if variable- periods in which they will be altered, as well as level and type of other costs.

Article 8.

The payment service user may immediately upon opening the account or later authorize other persons to dispose of funds in their account – attorney.

If the payment service user grants power of attorney/authorization to a third party, the power of attorney must be written precisely and unambiguously. The payment service user may authorize an attorney to dispose of funds in their account based on a power of attorney given personally at the bank – at the counter in the presence of the attorney. The payment service user may also authorize a third party (attorney) to dispose of funds in their account based on a power of attorney signed and notarized by a notary public or the competent authority for signature certification in accordance with the laws governing the certification of signatures. The original power of attorney must be submitted to the bank.

If the payment service user revokes or changes the power of attorney/authorization, they must notify the bank on the same day the action is taken. The revocation and change of the power of attorney/authorization take legal effect with the bank from the moment the bank is notified. The bank is not legally or financially responsible for damages suffered by the payment service user or third parties due to the failure of the payment service user to promptly notify the bank of changes to the power of attorney/authorization.

Legal transactions concluded by the bank with an attorney for whom the power of attorney has been revoked or changed, and the payment service user has not notified the bank on the same day the revocation or change was made, remain valid for the bank, and the payment service user is obligated to honor all legal transactions concluded after they revoked or changed the power of attorney, and before notifying the bank.

If the payment service user is abroad, the power of attorney must be notarized by a notary public and bear the "Apostille" stamp, or it must be issued in accordance with the regulations on document legalization and translated into Serbian by a certified court translator.

If the power of attorney is notarized at the diplomatic-consular mission of the Republic of Serbia, or if there is a bilateral agreement on the exemption from the obligation of legalization of public documents between the Republic of Serbia and the country in which the document is notarized, the "Apostille" stamp is not required.

The payment service user is responsible for any disposal of funds in the account carried out by the agent. This does not exclude the responsibility of the attorney. Prohibitions that apply to the payment service user also apply to the attorney. The attorney cannot terminate the contract or close the account, unless explicitly stated in the power of attorney.

The power of attorney is non-transferable and terminates upon receipt of the written revocation statement from the payment service user, closure of the account, loss of business capacity, or in the case of death of the payment service user or the attorney.

On the day the power of attorney ceases to be valid, the agent can no longer dispose of funds in the account or take any other actions or receive any information and is required to immediately return the card and other instruments for disposal, if they possess them.

Change of Payment Account

Article 9.

The Bank allows the Consumer to change their payment account in the same currency free of charge if it is opened or has been opened with a new payment service provider, based on the Authorization for Changing the Account submitted by the Consumer in writing. The change of the payment account may be with or without the closure of the payment account with the previous payment service provider.

By submitting the Authorization for Changing the Account, the Consumer instructs and gives consent to the Bank to transfer to the new payment service provider:

1. Information about all or individual standing orders, recurring direct debits, and recurring payment authorizations where the Consumer is the recipient of the payment;
2. Funds on the payment account (available positive balance), if the Consumer has requested the transfer of those funds in the Authorization for Changing the Account.

The transfer of payment services to the new payment account is possible provided that the new payment service provider offers these services. The

date on which payment services are to be executed from the new payment account is determined by the Consumer in the Authorization for Changing the Account, and this period cannot be shorter than six business days from the day the new payment service provider receives the documentation from the previous provider.

In the case of submitting an Authorization for Changing the Account and transferring the account from the Bank to the new payment service provider, the Bank will take the following steps:

1. Provide the Consumer with a copy of the Authorization as proof of receipt;
2. Promptly begin taking actions related to the change of the payment account, in accordance with the given Authorization;
3. Respond to the request from the new payment service provider within five business days from the receipt of the request;
4. Transfer all funds to the new payment account on the date specified in the Authorization for Changing the Account, in accordance with the request from the new payment service provider.

In the case of receiving an Authorization for Changing the Account and transferring the account from the previous provider to the Bank as the new provider, the Bank will take the following steps:

1. Provide the Consumer with a copy of the Authorization as proof of receipt;
2. Promptly begin taking actions related to the change of the payment account, in accordance with the given Authorization;
3. Immediately inform the author of the Authorization for Changing the Account about the possibility of realizing the services mentioned in the document;
4. Submit a request to the previous payment service provider in accordance with the Authorization for Changing the Account, within two business days from the receipt of the Authorization.

The Bank will promptly compensate the Consumer for any damage caused during the process of changing the payment account due to the Bank's failure to act in accordance with the provisions of this article, except in cases of force majeure that prevent the Bank from fulfilling its obligations as stipulated in this article and by law.

IV ADDITIONAL SERVICES RELATED TO THE ACCOUNT

Article 10.

The Consumer may enter into an agreement with the Bank for one or more additional services related to their account, if they meet the specific conditions for each service, including:

1. Electronic services – electronic and mobile banking;
2. Standing orders;
3. Payment cards;
4. Overdraft on the payment account;
5. Other additional services that the Bank may introduce in the future, which will be regulated by amendments and/or supplements to the applicable general terms and conditions.

The Consumer may agree to the execution of a series of payment transactions

with the Bank as a standing order with defined execution conditions (account number, currency and amount, payment recipient account number, payment frequency, number of payment transaction series, for a specified period or until revoked). All payment transactions within the scope of a standing order are considered authorized;

V EXECUTION OF PAYMENT TRANSACTIONS

Preconditions for Executing a Payment Order

Article 11.

The Bank will execute a payment order requesting the execution of a payment transaction:

1. If it is delivered in paper form, electronic form, or exceptionally in another permanent medium previously approved by the Bank;
2. Only if it is correctly filled out, meaning the information is legible and complete on the prescribed form (the required amount of data is generally specified by applicable regulations, and the Bank is authorized to increase the amount of data on the payment order, or request additional data);
3. If the Consumer has ensured sufficient funds in the payment account to execute the payment order, including any fees that the Bank charges, as well as other costs, such as taxes, customs fees, fees from other banks, etc.;
4. If the Consumer has given consent – expressed clear authorization for the execution of the payment order;
5. If there are no legal obstacles to execution – according to other regulations or individual acts of regulators.

When certain documents or special data are required for the execution of a payment order, the Bank will execute the order if the required documents or data are submitted in the prescribed form.

Payment Orders

Article 12.

Payment orders for executing payment transactions in dinars are:

1. Payment Order for Deposit – used for depositing cash into a current account (deposits of daily earnings, payment of cash obligations, and other deposits into the current account);
2. Payment Order for Withdrawal – used for withdrawing cash from a current account;

3. Payment Order for Transfer – used for transferring funds from one current account to another.

A payment order for executing payment transactions in foreign currency through the current account, in accordance with the Foreign Exchange Law, is a payment order for payments to foreign countries.

The National Bank of Serbia prescribes the form and content of payment orders.

Whenever the National Bank of Serbia prescribes a payment order form, the Consumer – payer is obliged to use it, regardless of the provisions of these General Terms and Conditions or the Framework Agreement, including the obligation to provide all the data required by the National Bank of Serbia.

The payment order must be complete, with all information clearly visible and unambiguous as required by these General Terms and Conditions. The Consumer is solely responsible for the accuracy and completeness of the data entered on the payment order. The Bank is not responsible for any damage if the payment order could not be executed or was executed with a delay due to justified needs (which may require additional checks of basic and supplementary data or unclear instructions).

The Bank will refuse to execute a payment order that is not filled out and issued in accordance with the regulations of the National Bank of Serbia.

Consent (Authorization) of the Payment Service User for the Execution of a Payment Transaction

Article 13.

The bank executes a payment transaction only if the Payment Service User has given consent (authorization) for its execution.

The Payment Service User provides consent for the execution of a payment transaction prior to its execution.

It is considered that the Payment Service User has given consent for the execution of a payment transaction or a series of payment transactions by signing the relevant orders and submitting the

signed orders to the bank, thereby confirming that the data is accurate.

The manner of granting consent for the execution of a payment transaction depends on the payment instrument and the method of receiving the order. The Payment Service User grants consent for the execution of a payment transaction:

1. **In bank branches/agents** – by signing the appropriate order, or for Payment Service Users who make deposits/withdrawals from their own account, by signing a form systemically generated by the bank,
2. **Electronically** – by using a token within the electronic and mobile banking applications in a manner defined by the specific terms for these services,
3. **By card** – by placing the card on a terminal, or after reading the card data, consent can be given by entering a PIN or signing the terminal slip. In online payments, catalog sales, or phone sales, by entering the card data, as well as other methods of identification depending on the type of payment and terminal.

All payment transactions executed by the bank based on consent given in the aforementioned manner shall be considered executed with the consent of the User.

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

The manner of giving consent for payment transactions initiated in a way not defined in these General Terms is governed by the agreement or any special terms for the specific additional service.

Receipt of Payment Order

Article 14.

The bank receives a payment order when the order is delivered to it in the manner specified by the Framework Agreement, regardless of any prior involvement of the bank in the process of preparing and issuing the payment order.

The time of receipt of the payment order marks the moment when the bank receives the payment order. The final time for receiving a payment order via a specific bank channel is defined by the Schedule, which is an integral part of the Framework Agreement.

If the payment order is not received during the bank's business day, or the payment service provider's business day, it is considered received on the next business day. The bank will determine the moment at the end of the business day so that all payment orders received after that moment are considered received on the next business day.

If the Payment Service User and the bank agree that the execution of the payment order will begin on a specific day or at the end of a specific period, or on the day the payer provides funds to their payment service provider, it is considered that the payment order was received on that agreed day. If that day is not a business day of the bank, the payment order is considered received on the next business day. The bank is not responsible for the actions of foreign payment service providers.

The payer's account cannot be debited before the receipt of the payment order.

Refusal to Execute a Payment Order

Article 15.

The bank may not refuse to execute a payment order when all conditions set out in the Framework Agreement are met, unless otherwise stipulated by regulations or when there is reasonable doubt regarding the authenticity of the payment order or certain elements of it.

The bank, as the provider of payment services maintaining the account, cannot refuse to execute a payment order, including a payment order given through a payment initiation service provider, when all conditions set out in the Framework Agreement are met, except in the cases from paragraph 1 of this article.

The bank informs the Payment Service User about the refusal to execute a payment order or initiate a payment transaction and, if possible, provides the reasons for the refusal and the procedure for correcting the errors that caused the refusal, unless such notification is prohibited by regulation.

The bank is obligated to provide the notification from paragraph 3 of this article in the manner specified by the Framework Agreement, without delay, and no later than within the time frame defined for the execution of the payment transaction by the payer's payment service provider.

The Framework Agreement may specify that the payment service provider charges a reasonable fee to the Payment Service User for the notification of the refusal to execute a payment order, if the refusal is based on objective reasons.

If the bank refuses to execute the payment order in accordance with this article, it is considered that the payment order was not received.

Revocation of a Payment Order

Article 16.

The Payment Service User may revoke the payment order at any time before the irrevocability of that order is reached. The Payment Service User revokes the payment order by withdrawing consent for the execution of the payment transaction or a series of payment transactions. Consent for the execution of a series of payment transactions can be withdrawn so that any future payment transaction in the series is considered unauthorized.

The Payment Service User withdraws consent as stated in the previous paragraph in writing and in the same manner as the delivery of the payment order was agreed.

Irrevocability of the Payment Order

Article 17.

The Payment Service User cannot revoke the payment order once it has been forwarded to the interbank payment systems or the SWIFT network, or when it has been executed in the internal

payment system. The Payment Service User cannot revoke the payment order once it has been received by the bank, as the payer's payment service provider, except in cases defined by this article, in accordance with the law regulating payment services.

When the payment transaction has been initiated by a payment initiation service provider or 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.

In exceptional cases from paragraph 2 of this article, if the Payment Service User and the bank agree that the execution of the payment order will begin on a specific day or at the end of a certain period or on the day the payer makes funds available to their payment service provider, the Payment Service User may revoke the payment order until the end of the business day preceding the day determined for the execution of the payment order.

After the deadlines in this article have passed, and before the final execution of the payment order, the Payment Service User 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 participating in the execution of the payment transaction.

If the payment transaction is initiated by the payment recipient or the Payment Service User through the payment recipient, the revocation of the payment order after the deadlines in this article cannot be carried out without the consent of the payment recipient.

The bank will charge the Payment Service User a fee for the revocation of the order after the deadlines specified in the previous paragraphs, in accordance with the applicable tariff.

Currency of the Payment Transaction and Information Regarding the Currency Exchange

Article 18.

The payment transaction is executed in the currency agreed upon by the Payment Service User and the bank, in accordance with regulations governing foreign exchange operations.

If the bank, as the payment recipient, offers the payer a currency exchange service before initiating the payment transaction, the bank is required to inform the payer about the exchange rate to be used for the exchange and the fees that will be charged in connection with the exchange.

The currency exchange referred to in paragraph 2 of this article cannot be carried out without the consent of the payer.

Execution Time for Payment Transaction for the Bank

Article 19.

In the case of a domestic payment transaction executed in dinars, the bank, as the payer's payment service provider, is required to ensure that the amount of the transaction is credited to the account of the payment service provider of the payment recipient on the same business day the bank receives the payment order, provided that the bank has received all necessary information for crediting the recipient's account, in accordance with the Schedule.

For payment transactions not covered by paragraph 1 of this article, the deadlines for executing the payment transaction are governed by the law or other regulations.

Delivery of Payment Order through the Payment Service Provider of the Payment Recipient

Article 20.

The payment service provider of the payment recipient is required to deliver the payment order issued by the payment recipient or payer through the payment recipient to the payer's payment

service provider, within the timeframe agreed between the payment recipient and their payment service provider.

Execution of Payment Transaction to the Payment Recipient

Article 21.

The bank, as the payment service provider for the payment recipient, must promptly make the funds available to the payment recipient on their payment account or, if the payment recipient does not have an account with that payment service provider, make the funds available to them in another manner:

1. If the payment service provider of the payment recipient has been credited with the payment transaction amount on the account of the payment recipient or has received it through other means;
2. If the provider has received all necessary information to approve the payment account of the payment recipient or make the funds available to the payment recipient.

The payment service provider of the payment recipient must ensure that the payment recipient can access the funds immediately after they have been credited to their payment account.

The provisions of paragraphs 1 and 2 of this article also apply when the bank is simultaneously the payment service provider for both the payment recipient and the payer.

If the payment service user requests a cash withdrawal from the payment account, the bank must process the withdrawal immediately, without a fee. However, if the cash withdrawal exceeds 600,000 dinars or the foreign currency equivalent exceeds 600,000 dinars at the official middle exchange rate, the bank may process the withdrawal no later than the following business day.

If the funds on the account of the bank, as the payment service provider of the payment recipient, are credited on a non-business day, it is considered

that the bank received the funds for the payment recipient on the next business day.

Transaction Date for Debiting and Credit Approval

Article 22.

The bank, as the payer's payment service provider, must ensure that the value date for debiting the payer's account concerning the payment transaction is the same or later than the date when the payment account is debited for the payment transaction amount.

The bank, as the payment service provider of the payment recipient, must ensure that the value date for the approval of the payment recipient's account in relation to the execution of the payment transaction is no later than the business day when the payment transaction funds were credited to the provider's account.

Currency Date and Availability of Funds in Case of Cash Deposit into the Payment Account

Article 23.

In the case of a domestic payment transaction, if a payment service user deposits cash into their payment account at the bank, as the payment service provider holding that account, the bank must ensure that the value date for crediting the account is the date when the cash was received. The bank, as the payment service provider, must ensure that the payment recipient can immediately use the funds after the cash deposit, in accordance with the limitations set out in Article 21, paragraph 4 of these General Terms.

Rules for Access to the Payment Account in the Case of Payment Initiation Service

Article 24.

If the payer has given explicit consent for the

execution of the payment transaction to enable the use of the payment initiation service, the bank, as the payment service provider holding the account, must ensure the following:

1. Establish communication with the payment initiation service provider and exchange data and messages securely, in accordance with the National Bank of Serbia's regulations on technical standards for authentication and communication;
2. Immediately after receiving the payment order from the payment initiation service provider, provide or make available all information about the initiation of the payment transaction and all available information related to the transaction;
3. Not discriminate against payment orders received via the payment initiation service provider in relation to orders issued directly by the payer, particularly regarding timing, processing speed, priority, or fees, except for objective reasons.

Rules for Access to and Use of Information about the Payment Account for the Account Information Service

Article 25.

If the payment service user has given explicit consent for the provision of the account information service, the bank, as the payment service provider holding the account, must ensure the following:

1. Establish communication with the account information service provider and exchange data and messages securely, in accordance with the National Bank of Serbia's regulations on technical standards for authentication and communication;
2. Not discriminate against requests for account information received from the account information service provider, except for objective reasons.

Limited Access of Payment Service Providers to Payment Accounts

Article 26.

The bank, as the payment service provider holding the account, may deny access to the payment account to the account information service provider or the payment initiation service provider if there are justified and evidence-based reasons related to unauthorized or fraudulent access to the payment account or unauthorized or fraudulent initiation of a payment transaction by these providers.

The bank, as the payment service provider holding the account, must notify the Payment service user in accordance with the Framework Agreement if access to the payment account is denied and provide reasons for the denial. If the bank cannot notify the user before denying access, it must do so immediately after.

In exceptional cases, the bank will not notify the payer if such notification is prohibited by regulations or if there are justified security reasons.

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

Use of Payment Instruments

Obligations of Payment Service Users Regarding Payment Instruments and Personalized Security Elements

Article 27.

The payment service user must use the payment instrument in accordance with the prescribed or agreed conditions regulating the issuance and use of the instrument, which must be objective, non-discriminatory, and proportional.

The payment service user must take all reasonable and appropriate measures to protect the personalized security elements of the instrument (e.g., personal identification number) immediately after receiving the instrument.

The payment service user must immediately notify the bank or the designated person about the loss, theft, or misuse of the payment instrument upon learning of such events, in accordance with the provisions of the Framework Agreement.

Obligations of the Bank as the Payment Service Provider Regarding Payment Instruments

Article 28.

The bank, as the payment service provider issuing the payment instrument, must ensure that the personalized security elements of the payment instrument are available only to the payment service user to whom the instrument was issued. The bank must also ensure that the payment service user can immediately and without charge notify the bank about the loss, theft, or misuse of the payment instrument, prevent further use of the instrument, and take other measures, in accordance with the general terms governing the issuance and use of payment cards, which are part of the Framework Agreement.

Limitation on the Use of Payment Instruments (Blocking of the Payment Instrument)

Article 29.

The bank may block the use of the payment instrument if there are justified reasons related to the security of the instrument, if there is suspicion of unauthorized use or misuse of the instrument for fraudulent purposes, or if there is an increased risk that the payment service user will not be able to fulfill their payment obligation when the use of the instrument is linked to the granting of credit or an overdraft.

If the payment service user is a consumer, blocking of the payment instrument is mandatory if there are justified security reasons or suspicion of unauthorized use or misuse of the instrument for fraudulent purposes.

The bank must inform the payment service user about the intention to block the instrument and the

reasons for the blocking. If it cannot notify the user before blocking the instrument, it must do so immediately after. The bank must provide the notification in the manner prescribed by the Framework Agreement.

The bank will restore the use of the instrument or replace it with a new one once the reasons for blocking it cease to exist.

Provision of Information on Payment Transactions

Article 30.

The bank is obliged to, before execution of the intended (individual) transaction, initiated by the Payment Service User in line with Framework agreement, provide to the Payment Service user, upon his request, precise information regarding execution deadlines, amounts of fees which will be charged and if payment services provider charges these fees collectively, type and level of every single fee which makes collective fee. The bank is obliged to provide the information regarding executed transactions to the payment service user, once a month (Payment transaction statement) in a way which enables Payment service user to save and reproduce these information in an unaltered form. It is considered that the Payment transaction statement has been properly delivered if it was sent:

1. Electronically, to the e-mail address
2. Through electronic and mobile banking services;
3. Via SMS notification
4. Via mobile applications such as Viber, WhatsApp, Messenger etc
5. To the last known address of residence given to the Bank
6. Personal request of the Payment service user

Bank is obliged to deliver to the payer- consumer, upon his request, without fee, once per month, on the paper or other permanent data carrier, in line with its request, information from paragraph 2 of this article regarding executed payment transactions.

any additional notifications or notifications more frequently than determined by this article at the request of the Payment Service User, are subject to a corresponding fee, as specified in the Tariff for Retail segment services.

The bank, as the provider of payment services executing instant approval transfers, will immediately inform the payer if the payer's payment order is declined. The notification of the rejected transaction will be delivered to the Payment Service User at the transaction execution site when the payment order is given in paper form or through electronic services if the orders are submitted via these services.

As the payee's provider of payment services, the bank will immediately notify the payee once the funds from the instant approval transfer are made available to the payee. This notification will be sent via SMS or email, depending on the user's preference for receiving notifications.

Payment Transactions Where the Transaction Amount is Not Known in Advance

Article 31.

If a payment transaction initiated via a payment card by the payee or through the payee is made, and the exact transaction amount is not known at the time the payer gives consent for the execution of the payment transaction, the bank, as the payer's provider of payment services, cannot reserve funds on the payer's account unless the payer gives consent for the exact amount of funds to be reserved.

The bank, as the payer's provider of payment services, is obliged to release the reservation of funds from the payer's account without delay after receiving the exact transaction amount, and at the latest immediately after receiving the payment order.

Responsibility Regarding the Execution of Payment Transactions and Refund of Payment Transaction Amount

Responsibility of the Payer's Provider of Payment Services for Unauthorized Payment Transactions

Article 32.

The bank, as the payer's provider of payment services, is responsible for executing a payment transaction for which there is no consent from the payer in accordance with the provisions of the Framework Agreement (hereinafter: unauthorized payment transaction).

The bank, as the payer's provider of payment services, responsible for executing an unauthorized payment transaction, is obliged to immediately, and at the latest by the next business day after discovering or being informed about the transaction, refund the amount of the transaction to the payer, unless it suspects fraud or abuse by the payer, in which case it is obliged to take one of the following actions within ten days of discovering the unauthorized payment transaction:

1. Explain to the payer why the refund is denied and report the fraud or abuse to the relevant authorities; or
2. Refund the amount of the transaction to the payer if, after further investigation, it concludes that the payer was not involved in fraud or abuse.

The bank, as the provider of payment services in paragraph 2 of this article, is also obliged to refund any fees charged to the payer and to pay any interest that the payer would be entitled to had the unauthorized payment transaction not occurred.

The provisions of this article apply to the bank even when the payment transaction is initiated through a payment initiation service provider.

Responsibility of the Payer for Unauthorized Payment Transactions

Article 33.

Notwithstanding Article 32 of these General Terms, the payer is liable for losses resulting from unauthorized payment transactions up to an amount of 3,000 dinars if these transactions were executed due to the use of:

1. A lost or stolen payment instrument, or
2. A payment instrument that was abused.

Notwithstanding paragraph 1 of this article, the payer is liable for all losses resulting from unauthorized payment transactions if these transactions were executed due to fraudulent actions by the payer or failure to meet their obligations regarding the payment instrument and personalized security elements, due to their intention or gross negligence.

The payer will not bear the losses under this article in the following cases:

1. If the loss, theft, or abuse of the payment instrument could not be discovered by the payer before the execution of the unauthorized payment transaction, except in the case referred to in paragraph 2 of this article;
2. If the unauthorized payment transaction was the result of the actions or omissions of the bank or another entity entrusted with payment service provider activities, except in the case referred to in paragraph 2 of this article;
3. If the bank did not provide the appropriate method for notifying the payer about the loss, theft, or abuse of the payment instrument in accordance with the provisions of the Framework Agreement, unless the losses were caused by fraudulent actions by the payer;
4. If the bank, as the payer's payment service provider, does not require reliable user authentication, except if the losses resulted from fraudulent actions by the payer.

The payer will not bear the losses from unauthorized payment transactions that were executed after notifying the bank, as the issuer of the payment instrument, that the instrument was lost, stolen, or abused, except if the losses were caused by fraudulent actions by the payer.

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

Article 34.(*)

If a payment transaction is directly initiated by the payer, the payer's provider of payment services is responsible for its correct execution until the payment service provider of the payee receives the payment transaction in accordance with the agreed execution deadline.

If the bank is responsible for a non-executed or improperly executed payment transaction, it is obliged to immediately, upon discovering, refund the amount of the non-executed or improperly executed payment transaction to the payer or restore the payer's account to the state it would have been in if the improper payment transaction had not occurred, unless the Payment Service User requested the correct execution of the transaction.

The payment service provider responsible for the non-execution or improper execution of a payment transaction or delay in its execution is obliged to refund all fees charged to its user and pay any interest that the user is entitled to regarding the non-executed or improperly executed payment transaction.

If the payment transaction is initiated by the payer via a payment initiation service provider, the payer's payment service provider, in terms of responsibility for the non-executed or improperly executed payment transaction or delay in execution, is considered the payment service provider managing the payer's account.

Responsibility for Non-Execution or Improper Execution of a Payment Transaction or Delay in Execution of a Payment Transaction Initiated by the Payee or Payer through the Payee

Article 35.(*)

If a payment transaction is initiated by the payee or the payer through the payee, the payee's payment service provider is responsible for correctly submitting the payment order to the payer's payment service provider in accordance with Article 20 of these General Terms.

If the payment order was not delivered or was improperly delivered in the case referred to in paragraph 1 of this article, the payee's payment service provider is obliged to immediately, upon discovering, submit or resubmit the order to the payer's payment service provider.

If the payment order was delivered to the payer's payment service provider after the deadline specified in Article 20 of these General Terms, the payee's payment service provider must ensure that the value date for the approval of the payee's payment account is at least the date when the account would have been approved if the transaction had been executed within the timeframe specified in that article.

If the amount of the payment transaction initiated by the payee or payer through the payee was approved on the payee's payment service provider's account, this provider is responsible for the correct execution of the payment transaction in accordance with Articles 21 and 22 of these General Terms.

If the payee's payment service provider provides proof to the payee and, if necessary, to the payer's payment service provider that it is not responsible for the payee under paragraphs 1 to 4 of this article, the payer's payment service provider is responsible for the non-execution or improper execution of the payment transaction.

The actions of the payer's payment service provider responsible in accordance with paragraph 5 of this article are governed by the provisions of Article 34, paragraph 2 of these General Terms.

The payer's payment service provider is not responsible under paragraph 5 of this article if it proves that the payee's payment service provider received the payment transaction amount and there was only a minor delay in the execution of the payment transaction. In this case, the payee's payment service provider is obliged to ensure that the amount of the payment transaction is credited to the payee's account with a value date no later than the date on which 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 refund all fees charged to its payment services user and pay any interest the user is entitled to regarding the non-executed or improperly executed payment transaction.

Responsibility for the Use of the Unique Identification Code

Article 36.

If a payment order is executed based on the unique identification code of the payment recipient from that order, it is considered that the order has been correctly executed in terms of identifying the recipient, regardless of other data provided to the payment service provider.

If the unique identification code provided by the Payment Service User to the Bank is incorrect, the Bank is not responsible for an unexecuted or incorrectly executed payment transaction.

In the case described in paragraph 2 of this article, at the request of the Payment Service User, the Bank must immediately take all reasonable measures to ensure that the Payment Service User is refunded the amount of the payment transaction, and the payment service provider of the payment recipient must cooperate with the Bank as the payer's payment service provider and provide all necessary information to facilitate the refund of the payment transaction amount. If, in this case, it is not possible to refund the funds to the payer, the Bank, as the payer's payment service provider, must, upon the payer's written request, immediately provide all available information that the payer needs to assert their right to the refund of the funds (e.g., information about the recipient's payment service provider and/or the payment recipient), including information that the payment service provider of the payment recipient must provide to the payer's payment service provider in accordance with this paragraph.

The Bank may charge the Payment Service User a special fee for taking actions described in paragraph 3 of this article, in accordance with the applicable tariff.

In the event of an unexecuted payment transaction due to an incorrect unique identification code from paragraph 2 of this article, the Bank is obligated to immediately refund the amount of the unexecuted payment transaction to the Payment Service User upon becoming aware of the issue.

Rights and Obligations of Payment Service Providers in Cases of Fraud, Abuse, or Incorrect Execution of a Payment Transaction

Article 37.(*)

If the payer's payment service provider submits a request for a refund of funds along with data, information, and documentation indicating that the payment transaction is likely a result of fraud or abuse, the Bank, as the payment service provider of the payment recipient, must, regardless of whether the conditions for executing the payment transaction to the recipient have been met, prevent the recipient from using the funds in the account for the next three business days from the receipt of such data, information, and documentation.

If, in the case from paragraph 1 of this article, the Bank, as the payment service provider of the payment recipient, subsequently receives data, information, and documentation, including the appropriate report to the competent authority, which together unequivocally indicate that the transaction is fraudulent or abusive, the Bank must:

1. Without delay, refund the funds to the payer if the recipient fails to prove or make likely the origin of the funds within 15 business days from when their payment service provider informed them, or if they refuse to provide the appropriate evidence;
2. Allow the payment recipient to access the funds 30 business days after the expiration of the deadline in point 1) if the recipient has proven or made likely the origin of the funds, and the competent authority has not issued an act prohibiting the use of those funds.

The payment service provider of the payment recipient is responsible to the payer for any loss caused by a payment transaction mentioned in paragraph 1 of this article if the recipient is allowed access to the funds contrary to paragraphs 1 and 2, and it is later determined in the relevant proceedings that the recipient was involved in the fraud or abuse.

The Bank has the following rights and obligations in cases of incorrect execution of a domestic payment transaction:

1. If the Bank, as the payer's payment service provider, transfers an amount that exceeds the one specified in the payment order or erroneously executes the payment order multiple times, the payment service provider of the payment recipient must

return the excess amount to the Bank without delay, based on the evidence from the Bank.

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, can transfer the difference to the payment service provider of the payment recipient within the transaction execution period, without requiring the Payment Service User to request correction of the transaction.
3. If the Bank transfers funds to the wrong payment recipient, it can, within the transaction execution period, correctly execute the transaction and without a request from the Payment Service User, and the payment service provider of the incorrect recipient is obligated to immediately return the funds to the Bank.

Obligation to Trace the Flow of Funds in Case of Unauthorized, Unexecuted, or Incorrectly Executed Payment Transaction

Article 38.

In the event of an unauthorized, unexecuted, or incorrectly executed payment transaction, the Bank is obliged, regardless of responsibility for correct execution, to immediately take appropriate measures to trace the flow of funds of the payment transaction and provide the Payment Service User with information about the outcome of those measures.

The Bank cannot charge the payer for actions taken under paragraph 1 of this article.

Liability for Damage Due to Unauthorized, Unexecuted, or Incorrectly Executed Payment Transaction or Delay in Execution

Article 39.

The provisions of Articles 32, 34, and 35 of these General Terms do not exclude the right of the Payment Service User to claim compensation for damage from the Bank, in accordance with the law,

arising from the execution of an unauthorized payment transaction, or from the non-execution, incorrect execution, or delay in the execution of a payment transaction for which the Bank is responsible.

Notification or Request as a Condition for Refund or Correct Execution of Payment Transaction

Article 40.(*)

If the Payment Service User notifies the Bank about an unauthorized, unexecuted, or incorrectly executed payment transaction, or requests the correct execution of the payment transaction, the Bank is obliged to ensure the refund of the amount of the unauthorized/unexecuted or incorrectly executed payment transaction immediately after learning about the transaction, provided that the notification or request is submitted no later than 13 months from the date of the debit.

If the Payment Service User has not been provided with information about the payment transaction in accordance with the law and these General Terms, the Bank, as the payment service provider responsible for the unauthorized, unexecuted, or incorrectly executed payment transaction, must ensure the refund of the amount as described in paragraph 1 of this article, even after the expiration of the 13-month period, if the Payment Service User notifies the Bank of the unauthorized, unexecuted, or incorrectly executed transaction immediately after becoming aware of the transaction.

Article 41.

The Bank is not obliged to refund the amount of an unauthorized, unexecuted, or incorrectly executed payment transaction and any charges, if, in the Bank's assessment, one of the following cases occurs:

1. If the execution is due to unforeseeable circumstances over which the Bank cannot or, despite all efforts, cannot influence;
2. If the execution is due to the Bank's obligation arising from other binding regulations;

3. If the execution is due to fraud by the Payment Service User or if the Payment Service User fails to fulfill their obligations regarding payment instruments due to negligence or carelessness;
4. If the execution is due to a forged payment order submitted by the Payment Service User;
5. If the execution is due to the sending of payment data or orders by the Payment Service User in an unprotected format.

The Bank is not liable for any damage arising from the execution of payment transactions based on payment orders sent in the manner described in this article. The responsibility for secure and proper data transmission rests with the sender of the data, i.e., the Payment Service User.

Force Majeure or Legal Exclusion of Liability

Article 42.

In cases of force majeure that prevent the execution of payment transactions according to the provisions of the Framework Agreement or as determined by another law, neither the Bank nor the Payment Service User is liable for the non-execution of the payment transaction.

Refund of the Amount of Approved and Correctly Executed Payment Transaction

Article 43. (*)

The Bank, as the payer's payment service provider, is obliged to refund the entire amount of an approved and correctly executed payment transaction initiated by the payment recipient or the payer through the payment recipient, upon the payer's request, if the following conditions are met:

1. The payer has given consent for the execution of the payment transaction without a specified exact amount;
2. The amount of the payment transaction is higher than what the payer could reasonably have expected, taking into account the amounts of their previous payment transactions, the conditions set in the Framework Agreement, and the specific circumstances of the case.

The Bank, as the payer's payment service provider, may require the payer to provide evidence regarding the fulfillment of the conditions from paragraph 1 of this article. The payer cannot invoke the condition in point 2) of paragraph 1 of this article if the higher amount of the payment transaction is a result of currency exchange at the agreed exchange rate.

The payer may submit a request under paragraph 1 of this article within 56 days from the date of the debit.

The Bank, as the payer's payment service provider, is obliged to either refund the full amount of the payment transaction or inform the payer of the reasons for rejecting the request under paragraph 1 of this article within ten business days from receiving the request.

If the Bank rejects the request, it must notify the payer of the reasons for the rejection and provide information about procedures for protecting the rights and interests of payment service users, including out-of-court dispute resolution, and the procedures that can be initiated due to a breach of the provisions of this law, along with the competent authority.

Debit of a Payment Account without a Payment Order

Article 44.

A bank will debit the payment account of a payment service user without a payment order in the following cases:

1. In the execution process or compulsory collection proceedings against the payment service user, in accordance with the law;
2. To collect due fees for services provided by the bank in accordance with the provisions of this law, due claims based on loans approved by the bank to the payment service user, or other due claims of the bank against the payment service user, if such a method of collection has been agreed upon;
3. In other cases prescribed by law.

The executed payment transaction from paragraph 1 of this article is not considered an unauthorized payment transaction.

Execution of international payment transaction

Article 45.

The payment service user is obliged, for all payment orders in dinars and foreign currency for which the applicable regulations require the submission of supporting documentation, to submit, in addition to the payment order, a document proving the basis and obligation for payment. If the payment service user does not submit the required document proving the basis and obligation for payment in cases where such documentation is mandatory, the Bank will reject the payment order.

The Bank will notify the payment service user on the same day, or at the latest by the next business day, of the receipt of the foreign currency or dinar payment, which the payer's payment service provider from abroad, or from the area of Kosovo and Metohija, credited to the Bank's account, and which is directed to the payment service user's foreign currency current account. The payment service user is obliged to submit to the Bank, on the same day or on the first following business day from the receipt of such notification, the necessary data for the crediting of their current account as well as supporting document, where the submission of such document is required under the applicable regulations. After receiving this information, the Bank will credit the payment service user's account with the received funds.

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.

For all incoming payments where the ordering party is a non-resident private individual, as well as for incoming payments credited in favor of a non-resident private individual, the Bank may determine and record the purpose of the incoming payment on the basis of the data contained in the payment transaction, without the need for additional declaration from the payment service user, in accordance with the applicable regulations.

V FEES, INTEREST RATES AND CURRENCY EXCHANGE RATES

Article 46.

The bank calculates and charges the payment service user a fee and actual costs for account maintenance and payment services in accordance with the applicable Fee Schedule for services to individuals, available at the bank's branches and on the official website of the bank. Any change in fees applies to the Framework Agreement from the date the new fees come into effect until the expiration of the contractual relationship, without the need for annexes to the Framework Agreement.

Fees for domestic payment transactions are calculated and collected at the time the transaction is performed, while for international payment transactions, the fee is calculated and collected at the time of execution of each individual transaction.

The bank applies interest to a positive balance on the account at the interest rate in accordance with the Decision on Interest Rates.

Interest is calculated monthly and credited to the account in accordance with the Framework Agreement.

If the payment service user uses funds from an overdraft on the payment account to execute payment transactions, the interest rate, calculation method, and interest payment terms are defined in

the overdraft agreement i.e. Agreement on opening and maintaining account.

When executing foreign exchange payment orders, the bank applies the applicable exchange rate list of the bank on the day of execution or agrees on a special rate with the payment service user.

The bank provides the payment service user, once a year and without charge, report on all fees charged for services related to the payment account, either via a permanent data carrier, electronic banking orders, or on paper. On request, the bank will provide the payment service user with a report on fees charged on paper.

VI AMENDMENTS TO THE FRAMEWORK AGREEMENT

Article 47.

Regarding the proposal for amendments and supplements to the Framework Agreement, the Bank is obliged to inform the Payment Services User at least two months before the proposed date for their implementation by providing the proposed amendments and supplements to the Framework Agreement in writing, so that the Payment Services User has sufficient time to decide on accepting the changes.

Notwithstanding paragraph 1 of this article, if the Bank proposes a change in the fee for providing payment services in favor of the Payment Services User, or introduces a free new service or functionality to an existing service, this change may be applied immediately and without prior delivery of the proposed amendments and supplements to the provisions of the Framework Agreement concerning that change.

After receiving the proposal referred to in paragraph 1 of this article, the Payment Services User may accept or reject the amendments and supplements to the provisions of the Framework Agreement before the proposed date of their implementation.

After receiving the proposal referred to in paragraph 1 of this article, the Payment Services User may agree that the proposed amendments and supplements take effect before the proposed date for their implementation.

It will be considered that the Payment Services User has agreed to the proposed amendments and

supplements to the Framework Agreement if, before the date of implementation of the proposed amendments and supplements, the User has not notified the Bank that they do not agree with the proposal, which the Bank is obliged to notify the Payment Services User about in an easily noticeable manner at the same time as the delivery of the proposal.

In the case from paragraph 5 of this article, the Bank is obliged to inform the Payment Services User, at the same time as delivering the proposal, about their right to terminate the Framework Agreement without paying any fees or other costs if they do not accept the proposal, and to set the date before the proposed date for the amendments and supplements when the termination will take effect.

If the Payment Services User does not agree with the proposed changes, they may terminate the agreement without notice and without paying a fee. The termination statement must be submitted to the Bank in writing at least one day before the date specified for the implementation of the amendments and/or supplements.

The Payment Services Provider is obliged to deliver the proposal from paragraph 1 of this article to the Payment Services User in writing.

If the amendments to the Framework Agreement concern changes in interest rates or exchange rates based on the reference interest rate or reference exchange rate, the Payment Services User agrees that the Bank may implement these changes immediately, without prior notification to the Payment Services User.

Changes in interest rates or exchange rates that are more favorable for the Payment Services User may be applied by the Bank without prior notification to the Payment service user.

Article 48.

If the bank intends to change any of the provisions of the Agreement of opening and maintaining account, which refer to Unauthorized overdrafts or Overdraft Agreement, except in the case of variable interest rate in terms of Law of financial service users protection, it has the obligation to present to the Payment service users proposed changes in writing, at least a month before its implementation i.e. planned date for implementation of the changes.

Proposal from paragraph 1 of this article contains:

- 1) Clear and precise descriptions of proposed changes, with adequate explanation on Payment service users position compared to it's position before the changes
- 2) Note that Bank needs Payment service users consent in case of changes of mandatory elements of the Agreement with specification of the method and deadline for consent giving
- 3) Explanation of the alteration enforced by force of Law, other regulation or based on the Agreement, if applicable
- 4) Description of the consequences which may occur if Payment service user does not accept proposed changes i.e. propose termination of the Agreement, including stating all the costs which will fall at the expense of Payment service user in case of Agreement cancellation
- 5) The date for changes implementation

Article 49

If Bank intends to change any of mandatory elements of Agreement of opening and maintaining account which refers to Unauthorized overdraft or Overdraft Agreement, it is obliged to conclude Amendment of the Agreement in the form prescribed for the Agreement. If the Payment service user does not accept proposed changes, Bank cannot unilaterally change conditions from the Agreement nor unilaterally terminate i.e. cancel it.

If the level of fixed interest rate or fixed part of variable interest rate i.e. level of fees and other costs are changing in favour of Payment service users or if Payment service users are being given certain rights for usage of additional or ancillary services without introducing new or increase of the existing interest rates, fees and costs- those changes can be implemented without application of paragraph 1 of this article and article 48 of these General Terms and Conditions.

If the level of fixed interest rate or fixed part of variable interest rate is changed in favour of Payment service users, Bank will inform Payment service users in writing, before implementation of the changes, if the regulation does not define it differently.

Provisions of this article are not applied in case of change of the level variable interest rate due to change of variable part of it.

VII DURATION AND TERMINATION OF THE AGREEMENT

Article 50

The Framework Agreement is concluded for an indefinite period and is terminated by notice or cancellation.

The Payment Services User and the Bank may, at any moment, consensually terminate the agreement in writing, with immediate effect.

If the Payment service user has more Agreements on opening and maintaining current account concluded with the Bank, termination of one Agreement on opening and maintaining current account does not lead to termination of other Agreements.

Cancellation of conditions for using additional services per current account does not lead to termination of Agreement on opening and maintaining current account.

Termination of Agreement of opening and maintaining current account is presumption for cancellation of all Agreements on additional services related to the Current account.

Payment service user agrees that Bank defines procedure of closing the account after Agreement termination.

Article 51.

The Payment Services User may unilaterally, at any moment, submit a request in writing, to the Bank to terminate the agreement to address of the Bank, with a notice period of one month.

If the Payment Services User terminates the Framework Agreement, they are obliged to pay to the Bank fees for the payment services provided up to the termination date, and if the fee has been paid in advance, the Bank will return the proportional part of the paid fee to the Payment Services User.

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

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

The Payment Services User may request that the provisions of the Framework Agreement that contradict the information provided to the Payment Services User in the pre-contractual phase, or provisions concerning the essential elements of the Framework Agreement that were not previously provided to the Payment Services User, be declared null and void.

Article 52.

The Bank may terminate an agreement concluded for an indefinite period with a notice period of two months. The Bank is obliged to send the Notice to the Payment Services User about in a clear and understandable manner, in writing, at the last recorded address of the Payment Services User in the Bank's records. The notice period begins from the date of sending the notice.

In the event of termination of the Framework Agreement by the Bank, the Bank has the right to charge all fees for payment services performed for the Payment Services User up to the termination of the Framework Agreement. If the Payment Services User has paid the Bank in advance for payment services or for maintaining the current account, the Bank will return the proportional part of the fee to the Payment Services User.

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

Payment service user agrees that the Bank can terminate Framework Agreement and/or individual Agreement on opening and maintaining current account, individual Agreement on additional service related to payment account due to failure to exercise rights and inactivity related to Agreement(s) from Payment service users if the period of inactivity/failure to exercise right is longer than 365 days.

Payment service user agrees that the Bank can terminate Agreement, without notice, in the following cases:

- 1) If Payment service user breaches provisions of Agreement on opening and maintaining current account, Agreement

on individual service or these General terms and conditions

- 2) If the Payment service user has, during signing Agreement on opening and maintaining current account or Agreement on individual service provided wrong or untrue personal data or other data important for correct and legal payment service providing
- 3) If Payment service user, in Agreement conducting, behaves oposit regulations, usual behavioural norms or ethics or if damages bank's reputation
- 4) In other cases stipulated by Agreement of opening and maintaining current account and Agreement on individual additional service

Article 53.

The Bank may unilaterally terminate the Framework Agreement for a payment account with basic services if at least one of the following conditions is met:

1. The Payment Services User intentionally used the payment account with basic services for unlawful purposes;
2. No payment transactions have been carried out on the payment account with basic services for more than 24 consecutive months;
3. The Payment Services User obtained the right to a payment account with basic services based on incorrect information;
4. The Payment Services User later opened another payment account with basic services that enables them to use the relevant services;
5. The Payment Services User no longer has legal residence in the Republic of Serbia.

If the Bank terminates the Framework Agreement for a payment account with basic services due to fulfillment of one or more of the conditions listed above, the Bank will inform the Payment Services User, without charge, in writing, on paper or on another permanent data carrier, about the reasons

for the termination, along with information about the user's right to object and appeal, and the possibility of out-of-court dispute resolution, at least two months before the termination takes effect, unless such notification is prohibited by law.

If the Bank terminates the Framework Agreement for a payment account with basic services due to fulfillment of one or both conditions under points 1) and 3) paragraph 1 of this article, the termination will take legal effect as soon as it is determined that one of these conditions has been met.

VIII CLOSURE OF ACCOUNTS

Article 54.

The bank closes the Payment Service User's account based on a written request for account closure or based on a Framework Agreement that governs the conditions for opening, maintaining, and closing such accounts. The funds of the Payment Service User are transferred to the account specified in that request or agreement, or the bank makes a cash payout to the Payment Service User in accordance with the request or agreement and closes the account. The request for account closure must be submitted to the bank in writing, without any special fee for the closure of the account. The Payment Service User is obligated to settle all obligations towards the bank on any basis before submitting the Request for account closure.

After the closure of the account as per paragraph 1 of this article, the bank shall issue a confirmation to the Payment Service User, free of charge, stating that the account has been closed, along with information that all obligations towards the bank related to the opening, maintenance, and closure of the account have been settled. The bank shall issue this confirmation without delay, in the manner preferred by the Payment Service User, either in writing on paper or through a durable medium (e.g., email).

The bank will close the Payment Service User's account if the user has provided an Authorization for account change, accompanied by a request for account closure, provided that all activities indicated in the Authorization for account change concerning information on all or specific standing orders, recurring direct debits, and recurring incoming transfer approvals have been completed, and if the

Payment Service User has no outstanding obligations on the given account. If the conditions for account closure are not met, the bank will notify the Payment Service User without delay about the lack of conditions for account closure.

An account may be closed by the bank's decision if the Payment Service User does not comply with the contractual obligations, applying the subordinate regulations of payment services that specify the cases in which an account is closed without the request of the Payment Service User.

In the event of the death of the Payment Service User, the use of funds in the payment account is blocked, and the funds are made available based on a final inheritance decision.

IX OTHER PROVISIONS

Information on the Method and Means of Communication between the Payment Service User and the Bank

Article 55.

Communication between the Payment Service User and the Bank can be conducted verbally or in writing (through informational and promotional materials available at the Bank's counters, via the Bank's website, by telephone, through the Contact Center, direct verbal and written communication, as well as other electronic communication forms, including advertising through media), in a manner more specifically defined by the Framework Agreement between the Payment Service User and the Bank.

Any written correspondence between the Payment Service User and the Bank executed personally in the Bank's business premises will be considered received by the Bank only after a copy of the document has been stamped with the Bank's receipt stamp, or after a written confirmation of receipt has been issued by the branch/agency.

The delivery of documents to a third party will only be carried out based on an appropriate authorization for receiving the respective documents.

The Bank may deliver documents to the Payment Service User via a third party, with whom it has concluded a service agreement, and with an

obligation for the third party to protect and maintain the confidentiality of business data and personal information related to the Payment Service User. For the delivery to be considered valid in terms of its accuracy, both the Bank and the person delivering on its behalf must ensure proof of the shipment to the Payment Service User and keep this proof for the necessary period.

All written communication from the Bank to the Payment Service User is legally valid and binding on the Bank even if the document does not contain the Bank's signature or seal, provided it is created on the Bank's letterhead or contains the official Bank logo.

The Bank may communicate with the Payment Service User in writing, by e-mail, electronic/mobile banking, , by sending notifications via SMS, , provided the Bank has such contact details, and using the last known address of the residence provided by the client.

It will be considered that the notification has been delivered by the Bank as follows:

- 1) If sent via email – on the date the email was sent, as evidenced by the sent email containing the date, time, and recipient details.
- 2) If sent via electronic/mobile banking – when the notification is delivered to the registered account of the Payment Service User in the electronic/mobile banking application.
- 3) If sent via SMS – on the date SMS was sent to the Payment Service User, as evidenced by the delivery confirmation.
- 4) If sent by mail – upon the delivery of the shipment to the post ,

If the Payment Service User communicates with the Bank electronically, they must ensure they have an email address and meet the minimum technical requirements for using email, which includes the ability to access and reproduce all notifications sent by the Bank in this manner.

If the Payment Service User communicates with the Bank via electronic/mobile banking, they must meet the minimum technical requirements for using the specific application, including possessing a

computer/mobile phone, an appropriate operating system, hardware that supports the application, and an internet browser, with detailed usage conditions regulated by the General Terms and Conditions governing the use of electronic and mobile banking services for individuals.

If the Payment Service User provides documentation to the Bank in a foreign language, they must also provide a certified translation of the documents by a certified court interpreter for the respective language. If the Payment Service User fails to provide this, the Bank may, at its discretion: 1) not fulfill its obligation to the Payment Service User; 2) request the Payment Service User to provide the document in a certified translation into Serbian by a certified court interpreter within a specified reasonable period.

Payment service user has the right to, during Framework Agreement duration, demands copy of the Agreement and General Terms and conditions which refer to the specific contractual relationship, as well as information regarding mandatory agreement provisions delivered in pre-contractual phase, in paper form or on other permanent data carrier.

During the contractual relationship, Payment Service User is obliged to immediately notify the Bank in writing about any change in their personal data, attorney or authorized persons for handling funds on the account, as well as other data related to communication between the Payment Service User and the Bank,. Contact information, such as the mobile phone number and email address registered with the Bank, may be updated by the Payment Service User via the mobile banking application.

The Bank is not legally or financially liable for any damage that may arise for the Payment Service User or third parties due to the Payment Service User not receiving a notification from the Bank or correspondence sent to the last e-mail address/address.

Advertising and Providing Information

Article 56.

The bank is obligated to advertise payment services in a clear and easily understandable manner, and the advertising must not contain inaccurate

information or information that could create a misleading impression for the payment service user regarding the terms of using those services. The bank must provide information and notifications to the payment service user in a clear and easily understandable manner.

If the bank is obligated to provide certain information to the payment service user, it must deliver that information in a manner that does not require additional actions from the user, as stipulated in these General Terms and Conditions. If the bank is obligated to make certain information available to the payment service user, it will do so in a way that may require additional actions from the user, such as making it available at the bank's branches or on the bank's website.

Information on Protection of Payment Service Users

Article 57.

The right to complaint

If the payment service user believes that the bank is not adhering to the provisions of the governing law and other regulations which regulate these services, Framework agreement, bank's General Terms and Conditions governing payment services, or to good business practices, they have the right to file a written complaint with the bank within six (6) months from the moment of acknowledging that their rights were violated. The right for filing complaint expires after three (3) years from the date of Payment Service User right was violated. The term "Payment Service User" also includes the provider of collateral.

The bank is required to provide a clear, understandable and complete response to the complainant, in writing, no later than 15 (fifteen) days from the date of receiving the complaint, and must inform the complainant in that response of their right to file a complaint and introduce him with the procedure of filing the complaint to the National Bank of Serbia

If the bank, for reasons beyond its control, is unable to provide a response within the period specified in paragraph 2 of this article, this period may be extended by no more than 15 days, and the bank

must notify the complainant in writing of this extension within 15 days from the date of receiving the complaint. In this notification, the bank must clearly and understandably explain the reasons why it could not provide a response within the 15-day period and state the final deadline for providing the response.

The bank cannot charge the complainant any fees or other costs for handling the complaint.

The bank is required to ensure the ability to submit complaints in all business premises where it offers services to Payment Service Users, on its official website, as well as within its electronic services i.e to inform payment service users and collateral providers about how to file complaints and how complaints are processed.

If the payment service is contracted remotely, Bank is obliged to provide to the Payment Service User the possibility to file the complaint in the same way, using the same remote tool of communication i.e. submit the complaint in the same written form.

The right to complaint to National Bank of Serbia

If the payment service user is dissatisfied with the response to the complaint or if no response is provided within the specified 15 days, the user may submit a complaint to the National Bank of Serbia in writing before initiating legal proceedings. The complaint can be submitted within six months from the receipt of the response to the complaint or from the expiration of the deadline for a response. The payment service user can send the written complaint to: National Bank of Serbia, Department for Financial Consumer Protection, Kralja Petra 12/Nemanjina 17, Belgrade, or through the National Bank of Serbia's website

Mediation procedure

If the payment service user is dissatisfied with the response to the complaint or if no response is provided within the specified deadline, disputed relationship between Payment Service User and the Bank can be resolved through mediation procedure in front of National Bank of Serbia.

On mediation procedure in front of National Bank of Serbia prescribed by this article, provisions of the

law regulating mediation in dispute resolution do not apply.

Mediation procedure is confidential and free of charge for all parties involved.

Mediation procedure is being conducted in premisses of National Bank of Serbia or remotely using electronic means of communication.

Mediation procedure starts on motion of one side in dispute which is accepted by the other side, followed by signing mediation agreement.

Proposal for mediation necessarily contains deadline for its acceptance which cannot be shorter than 5 days from proposal delivery.

Mediation agreement achieved through mediation procedure in front of National Bank of Serbia is being made in written form. This agreement has the force of executive document if contains debtors statement of acceptance for conducting of forced execution (enforceability clause) after maturity of certain obligation or fulfilment of certain condition, signature of both sides and certificate of enforceability made by National Bank of Serbia and it does not have to be certified by the court or notary.

After mediation procedure has started, Payment Services User cannot file a complaint any more, unless this mediation is resolved through suspension or quitting, and if complaint is already being filed, National Bank of Serbia will pause handling i.e stop this procedure if mediation is resolved through an agreement.

Deadline for filing complaint is paused during mediation procedure.

Confidentiality and Protection of Payment Service Data

Article 58.

Business secrets include information that the bank has come into possession of during its operations, relating to the payment service user, including personal data, as well as data regarding the payment transaction and the status and changes on the payment account of the payment service user.

The bank, members of its governing bodies, and employees or persons engaged by the bank, as well as other persons who, due to the nature of their job, have access to the data referred to in paragraph 1 of this article (hereinafter: the person obliged to maintain business confidentiality) are not allowed to disclose or provide this information to third parties, nor can they grant third parties access to this data.

The obligation to maintain business confidentiality under paragraph 1 of this article remains in force for the person obliged to maintain confidentiality even after the cessation of the status under which they gained access to the data that are considered business secrets.

Notwithstanding paragraph 2 of this article, the person obliged to maintain business confidentiality may disclose or provide the data referred to in paragraph 1 of this article, or allow third parties access to such data, only under the conditions prescribed by the Payment Services Act.

Persons to whom the data referred to in paragraph 1 of this article have been made available in accordance with paragraph 4 of this article may use this data exclusively for the purpose for which it was obtained and may not further disclose or provide this data to third parties or allow third parties access to it, except in cases prescribed by law.

The provisions of paragraph 5 of this article apply also to persons employed or engaged by, or previously employed or engaged by, persons to whom the data referred to in paragraph 1 of this article were made available in accordance with paragraph 4 of this article, as well as other persons who, due to the nature of their job, have had access to this data.

Protection of Personal Data Related to Payment Services

Article 59.

The Bank is obliged to process personal data in accordance with the regulations governing the protection of personal data when collecting and processing such data.

The Bank may collect and process data referred to in paragraph 1 of this article for the purpose of preventing, investigating, or detecting fraudulent actions or abuses related to payment services.

Application of Law and Dispute Resolution

Article 60.

The law of the Republic of Serbia shall apply to the resolution of disputes between the Bank and the Payment Service User.

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

X TRANSITIONAL AND FINAL PROVISIONS

Article 61.

For any matters not covered by these General Terms and Conditions, the provisions of law regulating payment services, protection of financial services users, obligations 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 34, 35, 37, 40 and 43 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 62.

This General Terms and Conditions shall be visible at the Bank's business premises, as well as published on the Bank's website: www.halkbank.rs and shall be applied starting from 04/05/2026.

With the start of application of these General Terms and Conditions, the General terms and conditions for opening, maintaining, and closing accounts and providing payment services to retail clients no 14184/2025-1 dated April 28, 2025 shall cease to be valid.

HALKBANK a.d. Beograd
SUPERVISORY BOARD