

GENERAL TERMS AND CONDITIONS FOR BUSINESS OPERATIONS

of Komercijalna Banka AD Beograd





BOARD OF DIRECTORS

No. 12950/12-1

Belgrade, 24.05.2017

Pursuant to Article 2 of the Decision on Supplement to the General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd 12950/12 passed by the Board of Directors of Komercijalna banka AD Beograd on 24.05.2017, the Chairman of the Board of Directors of Komercijalna banka established on 24.05.2017 the revised wording of the General Terms and Conditions for Business Operations in Komercijalna banka, that include:

1. General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd No. 17210/7 passed by the Board of Directors of Komercijalna banka AD Beograd on 21.08.2015.
2. Decision on Supplement to the General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd, No. 12950/12 passed by the Board of Directors of Komercijalna banka AD Beograd on 24.05.2017 – the revised text does not include the following provisions:
 - Article 2 – which provides that the Chairman of the Board of Directors of Komercijalna banka AD Beograd is authorised to establish the revised wording of the General Terms and Conditions of Business Operations of Komercijalna banka AD Beograd;
 - Article 3 – which provides that this decision becomes effective on the day it is passed and applies upon expiration of the fifteenth day from the day it is posted on the business premises and on the website of Komercijalna banka AD Beograd.

**GENERAL TERMS AND CONDITIONS OF FOR BUSINESS OPERATIONS OF KOMERCIJALNA BANKA AD BEOGRAD
(revised text)**

**Part One
GENERAL PROVISIONS**

I INTRODUCTION

Subject

Article 1

General terms and conditions for business operations of Komercijalna Banka AD Beograd (hereinafter referred to as the "General Terms and Conditions") are used for governing standard operating conditions which Komercijalna Banka AD Beograd (hereinafter referred to as the "Bank") shall apply to all Bank's clients, general conditions for establishing relations between clients and the Bank, communication procedure between clients and the Bank, and general conditions for conducting business and transactions between clients and the Bank.

The Bank uses General Terms and Conditions to ensure application of the best commercial customs, good business practice and fair treatment of clients, as well as harmonisation of the General Terms and Conditions with applicable regulations.



The term "Client"

Article 2

The Bank's client shall be a person who uses or used financial, payment and other Bank services or who referred to the Bank to use these services such as:

- Natural person (customer) who uses Bank services, used them, or intends to use them for purposes that are not intended for his/her business or other commercial activities (hereinafter referred to as the "natural person"),
- Entrepreneur as business-wise capable natural person who performs activities to generate revenue in accordance with the law governing companies (hereinafter referred to as the "entrepreneur"),
- Farmer as a holder or a member of a family farm in terms of the law governing agricultural and rural development (hereinafter referred to as the "farmer"),
- Legal entity and other entities registered and incorporated in accordance with the law.

For clients-natural persons, entrepreneurs and farmers, there are particularly specified operating conditions, rights and obligations on the basis of provision of financial services in accordance with the provisions of the Law on the Protection of Users of Financial Services.

For all the Bank's clients referred to in paragraph 1 of this Article, there are particularly specified operating conditions, rights and responsibilities on the basis of provision of payment services in accordance with the Law on Payment Services.

The term "Contract"

Article 3

The Contract shall, in terms of the General Terms and Conditions, imply:

- A contract on a financial service whose mandatory content is prescribed by the Law on the Protection of Users of Financial Services,
- A contract on payment services which shall be concluded as a framework contract or a contract on a one-off payment transaction, including a contract on the issuance of electronic money whose mandatory content was prescribed by the Law on Payment Services,
- Any other contract or other document from various forms of business cooperation between clients and the Bank in accordance with the Law on Contracts and Torts and other laws and regulations and/or in accordance with the rules of the international banking practice, which are used to confirm consent of clients and the Bank and which are based on mutual interest and general principles of banking operations.

The Contract shall be concluded in writing, in hard copy or on another data storage medium and each Contracting Party shall receive a copy of the concluded Contract.

Notwithstanding paragraph 2 of this Article, some contracts on payment services do not have to be concluded in writing in accordance with the Law on Payment Services and General Terms and Conditions for the provision of these payment services.

Financial services that are regulated with contracts shall be services related to granting loans, overdraft per account, credit card issuance and receipt of term deposits.

Payment services that are governed with these framework contracts shall be services related to payment transactions, opening and managing current accounts and issuing payment instruments (payment cards, also including credit cards and electronic banking instruments).



Application of the General Terms and Conditions

Article 4

The General Terms and Conditions shall be applied to the relations between the Bank and the client when establishing a business relation and in the procedure of informing and communicating and on the basis of the concluded contract.

The General Terms and Conditions shall apply together with the contracts concluded with clients.

Part of these General Terms and Conditions shall be individual general terms and conditions for providing payment services that apply as integral parts of framework contracts concluded with clients-users of these services.

Article 5

The Bank shall point out the General Terms and Conditions, as well as their amendments, in a prominent place, in business premises in which it provides services, and on the website, not later than 15 days before the day of commencement of their application.

In addition to the application of paragraph 1 of this Article, the provisions of the Law on Payment Services related to amendments to the framework contract on payment services shall apply to amendments to individual general terms and conditions of payment services.

The General Terms and Conditions shall be published in Serbian, and on the website in English.

Article 6

Together with the General Terms and Conditions, and in a manner and within time limits that apply to these terms and conditions, the Bank shall ensure availability and application of the tariff that shall contain detailed types and amount of fees and costs which the Bank shall charge on the basis of provision of financial services to natural persons/entrepreneurs/farmers.

Together with individual general terms and conditions for providing payment services, the Bank shall, in addition to tariffs, ensure availability and application, i.e. submission of documents that set forth interest rates, timetables for the reception and execution of payment transactions, and a daily currency exchange rate, which apply on the provision of payment services.

In the business premises in which it offers financial services as well as on the website, the Bank shall be obliged to hold a prominent notification on the value of contracted variable elements on which depends the amount of contracted financial obligation on a daily basis (reference interest rate, consumer price index, etc.).

II INFORMING CLIENTS

Advertising

Article 7

The Bank shall advertise financial and payment services in a clear and easily understandable manner. Advertising may not contain inaccurate information or information that may be misleading in terms of condition of use of these services.

The Bank shall be obliged to provide to the client appropriate explanations and instructions related to the conditions and manner of providing specific financial and payment services by professionally trained staff, and to



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submit to the client, at his/her request, those conditions without delay, either in writing, in hard copy or on another data storage medium.

Article 8

The Bank shall be obliged to provide a representative example with elements that are in accordance with the Law on the Protection of Users of Financial Services when advertising financial services, i.e. deposit and credit services, in which case an advertising message shall contain an interest rate or any other numerical data relating to the price or income, such as:

- Type of deposit, i.e. loan,
- Amount and variability of the annual nominal interest rate,
- Effective interest rate,
- Currency in which a term deposit is received, i.e. loan approved,
- Period for which a term deposit, i.e. loan is contracted,
- Criteria for indexing a term deposit, i.e. loan,
- Total amount of term deposit/loan,
- All costs to be borne by the client.

Article 9

When advertising financial services clearly, concisely and visibly, the Bank shall be obliged to indicate a responsibility for the conclusion of a contract on additional services (insurance) and state an effective interest rate in cases when this is a condition for the conclusion of a loan contract, overdraft contract and contract on issuing and using a credit card.

Providing Information at the Pre-Contract Stage

Article 10

The Bank shall be obliged to provide to the client, at the pre-contract stage, information and appropriate explanations related to financial and payment services in the manner in which the client will be able to compare offers of different providers of these services and to estimate whether offered conditions and services match his/her needs and financial situation.

Article 11

Informing clients about conditions of provision of financial services shall be made in accordance with the Law on the Protection of Users of Financial Services,

The Bank shall be obliged to offer a financial service in dinars. If the client requires receiving a service in dinar equivalent of a foreign currency, i.e. in foreign currency, the Bank will be required to point out to the client in writing to all the risks he/she shall take in those cases.

The offer shall be delivered to the client on a prescribed form containing all prescribed mandatory elements and notifications, and the client may, at request, and free of charge, also obtain wording of the appropriate draft contract on a financial service.

If an offer, i.e. required draft contract refers to a loan or a credit card, the Bank may be obliged to submit them also to the person who intends to provide collateral.



Article 11a

The Bank is obliged to provide to the financial service consumer, interested in a loan/overdraft/credit card, written information about the documents that need to be submitted together with the request for the use of a specific service.

The Bank is obliged to inform the customer from paragraph 1 of this article, without delay, either in paper or another permanent data storage medium, whether the request for a particular service was accompanied by complete documentation.

Depending on the type of service the request relates to, the Bank will make a decision about the request within the following deadlines:

- 7 working days – for loans/authorised overdraft/credit cards secured by a promissory note and a special purpose deposit from a private individual i.e. 15 working days for a request from a person related to the Bank,
- 60 days – for loans secured by guarantee, pledge, mortgage, insurance, surety and/or another acceptable security instrument.

Deadline for reaching a decision is counted from the day an appropriate request for the use of a relevant service was submitted.

A request is appropriate if it is correctly filled in and accompanied by complete, accurate and valid documentation that is necessary in order to adequately analyse the specific request from the applicant, in accordance with the law, and to reach a decision on the submitted request on the basis of such documentation. In case the submitted request is not appropriate, the Bank shall inform the customer of the need to amend the documentation or to submit accurate and valid documentation.

Article 12

Informing clients about terms and conditions for providing payment services shall be made in accordance with the Law on Payment Services.

The Bank shall provide to clients information that are, by the Law on Payment Services, prescribed as mandatory elements of the framework contract by submitting, in hard copy or on another data storage medium, appropriate excerpt from these General Terms and Conditions, depending on the type of a client and type of a payment service for which a client is interested, including other documents that contain mandatory information on conditions and a method of provision of an appropriate payment service.

The Bank shall deliver to clients an offer in a form of a draft/proposal of a framework contract which shall contain all prescribed mandatory elements.

Article 13

When providing information and notification to clients, the Bank shall act in accordance with good commercial practice and business ethics, and respect client's personality and integrity.



Notification for the Duration of the Contractual Relation

Article 14

During the contractual relation, the Bank shall be obliged to timely provide the client with information, in accordance with regulations, in an agreed manner, and inform them on changes to the conditions and method of provision of financial and payment services.

Article 15

Informing clients for the duration of contractual relations, on the basis of provision of financial services, shall be done in accordance with the Law on the Protection of Users of Financial Services.

If the Bank intends to change any of the mandatory elements of the contract on financial service, the Bank shall be obliged to obtain a written consent from the client prior to making the change. If the client does not agree with the proposed change, the Bank may not unilaterally change the agreed conditions or unilaterally terminate the contract.

The Bank may apply changes without written consent of the client if the amount of a fixed interest rate, or a fixed element of a variable interest rate, or the amount of fees and other costs shall be changed in favour of the client-user of financial services. In the stated cases, the Bank will, without delay, and in a written form, inform the client on changes and the date of commencement of their application, by submitting an amended loan repayment schedule, i.e. deposit payment schedule if the amendments refer to the amount of a fixed interest rate or a fixed element of a variable interest rate.

If this concerns a change in the variable nominal interest rate or a change in variable elements that affect the amount of other financial liabilities, the Bank shall be obliged to inform the client about this change and about the date of commencement of its application, in a written form, before the commencement of application of a change, i.e. periodically, in accordance with the contract, and by submitting an amended loan repayment schedule related to the loan contract. At the client's request, the Bank shall be obliged to make a loan repayment schedule which shall be available to the client for the duration of the contract, free of charge.

The Bank shall inform the client, in a timely manner, about the changes in the data that are not mandatory elements of the contract according to the Law on the Protection of User of Financial Services.

The Bank shall be obliged to inform the client-borrower and/or overdraft user on the debt and overdraft, free of charge and in writing, by:

- Submitting to the client, on a semi-annual basis, a notification on the status of his/her debt under the loan contract, with information on the amount of principal, interest rate, fee and other data, expressed individually, as well as information about the total outstanding debt on a certain day,
- At least once a month, according to the overdraft contract, submitting to the client a notification – statement about all the changes on his/her account, and, at client's request, submitting a notification without delay, with a right to collect a fee in accordance with tariffs,
- In case of significant unauthorised overdraft that lasts longer than one month, the Bank shall inform the client, without delay, on the overdraft amount, and the interest rate that will be applied to the overdraft amount, and other potential benefits, costs and penalties.

Article 16

Notification during the contractual relation shall, on the basis of provision of payment services, be made in accordance with the Law on Payment Services and concluded framework contract.



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If the Bank intends to change any of mandatory elements of the framework contract on the provision of payment services, the Bank shall be obliged to submit to the client a written notification with a proposal for amendments to the framework contract, at least 2 months in advance, unless otherwise agreed with the user-legal entity.

The Bank shall apply proposed amendments without explicit consent of the client if the client does not inform the Bank, until the proposed date of commencement of amendments, that he/she does not agree with the proposal. The client may agree that proposed amendments may produce a legal effect before the proposed date of commencement of their application.

If the client does not accept the proposal, he/she shall have the right, free of charge and other costs, to terminate the framework contract prior to the commencement of application of proposed amendments.

The Bank may apply changes to the interest rate and currency exchange rate without previously informing the client if these changes are in his/her favour, about which the client may be informed in writing and without delay.

The Bank shall be obliged to submit to the client information on individual payment transactions in accordance with concluded framework contract, i.e. Law on Payment Services.

Communication

Article 17

Communication between clients and the Bank shall be done through informative and advertising material available in Bank's branches, through the media, Bank's website, telephone, mail, i.e. direct communication with the client, by availability, delivery and submission of information in hard copy or electronically, as well as through direct communication in Bank's business premises, premises of the client-legal entity/entrepreneur, or through the Contract Center of the Bank.

Communication between clients and the Bank shall be, as a rule, done in writing, by delivering information directly to the client or by delivering them by mail or on another data storage media (e-mail, CD, USB, SMS, etc.).

Notifications and information shall be considered duly delivered if they are sent to the last known, i.e. reported address of the registered seat/domicile/residence or e-mail address of the client, which is known to the Bank on the day of mailing a written notification, i.e. delivery of a data storage medium to the post office or a company that is registered to do deliveries, i.e. on the day of sending a fax or e-mail.

The manner and means of communication and sending information shall depend on the type of information and a manner and means of communication that were agreed with the client.

Rights and Obligations of the Bank

Article 18

The Bank shall have the right to freely decide on the selection of a client.

The Bank shall have the right to charge a fee for provision of services to the client.

The Bank may, without consent of the client, block the possibility of use of certain products and services, or terminate an already established business cooperation in order to protect against the risk of Bank's exposure to money laundering and financing of terrorism, i.e. if the client acts contrary to the laws and regulations.

The Bank may use data about the client that relate to the address, telephone numbers, fax, e-mail address and other data for making a contact, which the client submitted to the Bank when signing the contract, i.e. application form and/or another appropriate document, and which he/she approved to be at disposal to the Bank, for



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submitting a notification to the client about its activities, products and services, in the form of a brochure, electronic messages, and all other means of business communication and presentation.

The Bank shall dispose with funds on client's accounts without a payment order, in the process of enforced payment, for purpose of payment according to final and executive decisions of the court and/or other state body, according to the orders of executive officers, for purpose of collection of due fees for services and due receivables in accordance with concluded contracts, as well as in all the cases prescribed by law and other regulations.

The Bank may assign its claims in accordance with the law and bylaws, and inform the client about this in an appropriate manner.

The Bank shall have the right to control appropriate use of funds approved to the client, and regularity of the client in the implementation of other contractual obligations, in a manner and according to the procedure determined by law, other regulations, Bank's documents and the contract concluded with the client.

If the client gives an authorisation, the Bank may use all client's fund for the collection of due receivables under the contract with the client that are held on dinar and foreign currency accounts at the Bank, if their execution is not exempted by law, court decision or a decision of another competent authority.

The Bank shall have the right to propose amendments to the concluded contract, i.e. to change contracted terms and conditions, or unilaterally terminate the contract in agreement and in a manner envisaged by provisions of the law and/or contract itself/framework contract.

The Bank shall also have other rights in accordance with the law, other regulations, as well as in accordance with the contract concluded with the client.

Article 19

The Bank may, if so agreed, declare all client's obligations towards the Bank due and terminate the contract if the client submits to the Bank incorrect data, if he/she inappropriately uses loan funds, does not settle liabilities in a timely manner that are based on the principal, interest rates, fees and other contractual obligations, does not fulfil Bank's request to extend or increase security funds, does not submit or refuse to submit additional data or documents that are, or could be important for business relations of the Bank and client-legal entity, expose the Bank to the reputation and integrity risk, as well as if banking services are misused for purpose of money laundering and financing terrorism, or he/she does not fulfil other obligations envisaged by the contract.

Legal consequences of declaration of due receivables shall occur on the date which is in a notification on maturity stated as the maturity date, all in accordance with the contract, unless otherwise regulated.

If, with regular monitoring of client's operations, it is determined that financial operation indicators have a negative tendency in comparison to the indicators on the basis of which the Bank approved placement and/or that the Authorised Auditor's Report contains a negative opinion, the Bank may declare all liabilities due and terminate the contract if so agreed.

Article 20

The Bank shall be obliged to act professionally and with due care in business relations with clients and in accordance with the law, other regulations, Bank's acts and in accordance with professional rules, good commercial practice and business practice, as well as the principle of good faith.

The Bank shall be obliged to provide services to the client in the contracted manner, and to act according to written orders and instructions obtained from the client if they are in accordance with the law and other regulations.



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The Bank shall be responsible for the failure of its employees and other persons it hires for the execution of contractual obligations towards the client, unless these failures occurred due to Force Majeure such as: war, natural or ecological epidemics, termination of delivery of energy supply, telecommunications failure and all other similar causes not produced by Bank's activities.

The Bank also has other obligations in accordance with the law, other regulations, as well as in accordance with the contract concluded with the client.

Rights and Responsibilities of the Client

Article 21

Client's rights are prescribed and protected by the Law on the Protection of Users of Financial Services, Law on Payment Services and other regulations and/or General Terms and Conditions concluded with the Bank.

The Bank shall inform the client about the rights related to the use of financial, payment and other services by way of these General Terms and Conditions, contracts and other documents that shall be delivered in accordance with regulations. The client shall have the right to require from the Bank certain explanations and instructions related to his/her rights as well as the right to directly receive information, data and instructions related to his/her contractual relations and rights resulting from it.

The contract between the Bank and the client may be amended at the client's request if it is acceptable for the Bank and if the Bank's authorised authority makes a decision about this.

The client shall have the right to protect his/her rights and interests. If it is considered that the Bank does not comply with the provisions of the Law on the Protection of Users of Financial Services, Law on Payment Services, other regulations, General Terms and Conditions for operation, good business practice or obligations from the concluded contract, the client may submit a written complaint to the Bank, free of charge, within 3 (three) years from the day when violation of his/her rights or legal interest was made.

If the client is not satisfied with a reply to the complaint or the reply was not submitted within the prescribed time limit, he/she shall have the right to submit a complaint to the National Bank of Serbia within 6 (six) months from the date of receiving the reply to the complaint, i.e. after the expiry of the date for the submission of the reply. The client shall have the right to initiate non-judicial resolution of a dispute in a mediation procedure and in accordance with the law.

In terms of the right to submit a claim, the client shall also be considered to be collateral provider.

The Bank shall make available to the client detailed information related to the manner of submitting a complaint and method of acting on the complaint, on the website and in all business premises in which services are provided.

Article 22

The client shall be obliged to use Bank's services in accordance with laws and other regulations.

The client shall be obliged to submit to the Bank a true and authentic documentation, data and statements prescribed by the law, other regulations and Bank's acts.

The client shall be obliged to submit to the Bank appropriate information and documentation in accordance with a concluded contract, as well as notification on all other changes that affect, or could affect execution of the contractual relation.



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The client shall bear all the damage occurring due to unclear, incorrect or inaccurate data or instructions provided to the Bank, as well as due to non-compliance with the obligations to inform the Bank in accordance with the contract and General Terms and Conditions.

The client shall also have other obligations in accordance with the law, other regulations, as well as in accordance with the contract concluded with the Bank.

Dispute Resolution Method

Article 23

If a business relation between the Bank and client result in a dispute or different positions on an issue, the Bank will seek to resolve the dispute independently, in consultation with the client, or it will try to resolve the dispute through a mediator, while simultaneously respecting mutual interests of both, the client and the Bank.

In case the act stated in the previous paragraph of this Article is not possible to conduct, the dispute shall be resolved before the competent court and by the law of the Republic of Serbia, unless otherwise specified in the contract.

Part Two Banking Operations

I SERVICES TO FINANCIAL SERVICE USERS

Article 24

Financial services are banking services provided by the Bank to clients - users of these services on the basis of a:

- loan contract,
- time deposit contract,
- contract on the allowed overdraft,
- contract on the issuance and usage of the credit card.

Financial services users are clients who are natural persons, farmers and entrepreneurs.

Conclusion of the Contract

Article 25

The contract that the Bank concludes with the client - financial service user must include clear and unambiguous provisions understandable to the client, so that the client knows in which cases, in what manner and under which conditions the amount of their liability and other elements of the contract may be changed.

The contract must not include provisions by which the client waives the rights guaranteed to them by the Law on the Protection of Users of Financial Services.

The contractual obligation must be determined or determinable. A monetary contractual obligation is determinable in terms of its amount if it depends on the contractual variables, i.e. variable and fixed elements, where the variable elements are those that are formally published and that cannot be unilaterally influenced by the will of either of the contractual parties. A monetary contractual obligation is temporally determinable if its maturity date can be determined on the basis of contractual elements.

By signing the contract with the Bank, the client confirms that they are familiar with and accept the provisions of the General Terms and Conditions.



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Anything that is not explicitly regulated by the Contract between the Bank and the client will be governed by the General Terms and Conditions as well as valid laws and other regulations.

Article 26

The mandatory elements of a loan contract, contract on the allowed overdraft and time deposit contract, which are concluded with the client - financial services user, are defined by the Law on the Protection of Users of Financial Services, and will be included in the draft of the contract or specific contract that the Bank concludes with the client.

The mandatory elements of the contract on the issuance and usage of the credit card are prescribed by the Law on the Protection of Users of Financial Services and the Law on Payment Services.

When concluding a time deposit contract, loan contract or contract on the allowed overdraft, the Bank gives the client, together with the contract, a copy of the overview of mandatory elements of that contract.

When concluding a time deposit contract or a loan contract, the Bank gives the client, in addition to the overview of mandatory elements of that contract, the deposit payment plan or the loan repayment plan.

The Bank is obliged to ensure the delivery of the loan repayment plan, without any fee, during the duration of the contractual relationship, at the request of the client.

Obligation to Assess the Credit Worthiness

Article 27

When concluding a loan contract, contract on the allowed overdraft or contract on the issuance and usage of the credit card, as well as in case of a subsequent increase of the debt of the client, the Bank is obliged to assess the credit worthiness of the client on the basis of the data submitted by the client and the access to the database on the client's debt.

The client shall give a prior written consent for the processing of the data from paragraph 1 of this article.

If the request for loan, allowed overdraft or the issuance of the credit card has been rejected on the basis of the access to the database from the paragraph 1 of this article, the Bank is obliged to immediately, in writing and without any fee, inform the client about the data from that database.

Right to Withdraw from the Contract

Article 28

The client has the right to withdraw from a concluded loan contract, contract on the allowed overdraft and contract on the issuance and usage of the credit card within 14 days from the day of the conclusion of the contract, without stating the reason for the withdrawal.

The client is obliged to notify the Bank of their intention to withdraw from the contract from paragraph 1 of this article, in the manner confirming the receipt of this notification. The notification shall be submitted in writing or on another permanent data carrier, and the date of receipt of the notification is considered the date of withdrawal from the contract.

A client who withdraws from the contract from paragraph 1 of this article is obliged to immediately, and no later than 30 days from the day of sending the notification to the Bank, return to the Bank the principal amount and the interest on the primary operations during the usage of the loan.



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The client has the right to withdraw from a loan contract which is secured by a mortgage, as well as from a purchase contract or a contract on funding the purchase of real estate, under the condition that the client has not started to use the loan or the funding.

The Bank is entitled to the compensation of actual costs which it has incurred relating to the conclusion of the loan contract that the client has withdrawn from, where the client must be aware of the costs before the conclusion of the loan contract.

With the client's withdrawal from the primary loan contract, the contract on secondary services is terminated as well, if it has been concluded together with the loan contract that the client has withdrawn from.

If the client withdraws from the contract on the purchase of goods or provision of services in accordance with the law prescribing the protection of consumers, the client is not bound by the associated loan contract concluded with the Bank, while the Bank is obliged to return the repaid amount of the loan, with interest, to the client without delay, and no later than 30 days from the day when the seller notified the Bank of the withdrawal.

Rights Relating to the Revolving Credit Contract

Article 29

A revolving credit contract is a loan contract which allows the client to use the once approved amount of the loan multiple times during a certain period, in the amount of unused or returned funds, where the unused part of the loan is increased by the amount of repayments of the loan.

The client has the right to cancel the revolving credit contract, without any fee, at any time, unless a notice period, which cannot be longer than a month, has been contracted.

The Bank has the right to cancel the revolving credit contract by notifying the client of the cancellation in writing, no later than two months prior to the cancellation.

The Bank may, for justified reasons (an unallowed use of the loan, a significant deterioration in the client's credit worthiness, etc.), and if this has been contracted, deny the client the right to withdraw funds under the revolving credit contract, with the obligation to notify the client in writing of the reasons for the denial, immediately or within the following three days, unless such a notification is prohibited under another regulation.

Right to an Early Repayment

Article 30

The client has the right to settle the liabilities under the loan contract early, at any time, in full or in part, with the right to a reduction of the total credit price by the amount of the interest and costs during the remaining period of the duration of the contract. The Bank collects a fee for the early repayment in accordance with the provisions of the Law on the Protection of Users of Financial Service.

The User has the right to repay the amount of the allowed overdraft and credit card debt early, at any time, without any fee.

Right to the Application of the Same Type of Exchange Rate and the Same Method of Calculating Interest

Article 31



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When approving the loan indexed in a foreign currency, the Bank is obliged to apply the official middle FX rate which is applied in repayment of the loan, including payments under the deposit contract.

The Bank is obliged to apply the same method of calculating interest on deposit and loan, if the user of the loan is obliged to place the specific-purpose deposit with the contracted interest with a view to getting a loan.

Assignment of Receivables

Article 32

The Bank has the right to assign a receivable under the loan contract, contract on the allowed overdraft and contract on the issuance and usage of the credit card to another bank, previously notifying the client, with the client retaining all contractual rights.

The assignment of receivables of the Bank to entrepreneurs and farmers is governed by the provisions of the regulations prescribing the risk management of the bank.

Special Rights of the Provider of Security Instruments

Article 33

After concluding the loan contract, contract on the allowed overdraft or contract on the issuance and usage of the credit card, the Bank is obliged to also submit a copy of that contract with a repayment plan and/or overview of mandatory elements to the person who has provided the security instrument, unless the client who is the user of that loan is also the provider of the security instrument, or will become the owner of the object which is the subject of the mortgage or another security interest on the basis of a purchase operation for whose realization the funds of that loan have been allocated.

After the full settlement of the client's liabilities, the provider of security instrument is entitled to collect the unused security instruments that have been provided in accordance with the Contract, including the security instruments which have been recorded in the appropriate register.

The Bank will inform the provider of security instruments in writing that the client has settled all their liabilities, within 30 (thirty) days from the day of the settlement of those liabilities.

Rights Relating to the Time Deposit

Article 34

On the basis of the time deposit contract, the Bank issues an identification card or bankbook to the natural person.

In the case of an automatic prolongation of the time deposit, the Bank will notify the client, no later than 15 days before the expiry of the maturity period, of the period until which the time deposit contract has been prolonged, and of the new interest rate.

The client has the right to cancel the time deposit contract no later than 30 days from the day of receipt of the notification by the Bank of the period until which the time deposit contract is prolonged, without any fee and with the interest that has been contracted for the previous period of the time deposit.

In accordance with the Individual Income Tax Law, the Bank calculates and pays capital gains tax on the basis of the accrued interest on placed deposits on behalf of a client who is a natural person.



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

II SERVICES TO PAYMENT SERVICE USERS

Provision of Payment Services and Execution of Payment Transactions

Article 35

The Bank provides payment services to clients in accordance with the Law on Payment Services.

Clients - payment service users are natural persons and farmers (consumers), entrepreneurs and legal persons. The client may have the resident or non-resident status in accordance with the Law on Foreign Exchange Operations.

The Bank provides services of domestic payment operations and foreign payment operations, i.e. provides payment services with regard to domestic transactions executed in dinars and currencies of third countries, as well as international payment transactions regardless of the payment currency, in accordance with the Law on Payment Services and the Law on Foreign Exchange Operations.

Payment services include the services of opening, maintaining and closing current accounts and executing payment transactions through those accounts (cash payment to the current account, cash payment from the current account, transfer of funds), services of issuance and collection of payment instruments used by the client for the issuance of payment orders, and other services prescribed by the Law on Payment Services.

The contract on payment services is concluded as a framework contract regulating the execution of future individual payment transactions.

The framework contract for the provision of payment services consists of the appropriate general terms and conditions for the provision of payment services, Bank's acts which include the information on fees, interest rates, prescribed time for the receipt and execution of payment transactions, and foreign exchange rate, all prescribed by the Law on Payment Services, as well as the contract on the specific payment service, concluded between the Bank and the client.

The general terms and conditions for the provision of payment services from Article 55 of these General Terms and Conditions prescribe the rights and obligations of the Bank and the clients with regard to the opening, maintenance and closing of current accounts; regulate the terms and manner of the execution of payment transactions, responsibility and protective measures relating to the execution of transactions, issuance and usage of payment instruments, issuance of electronic money, Bank's obligations relating to informing the clients, method and means of communication, manner of exercising the protection of the rights and interests of the clients, terms and conditions for amendments, or the termination of the contractual relationship.

Current accounts

Article 36

Current account is a payment account which is kept at the Bank and used to execute payment transactions in the domestic and foreign currencies, as well as for other purposes relating to services provided to the client by the Bank in accordance with a special contract.

The Bank provides the services of opening and maintaining the dinar and foreign currency current accounts to resident and non-resident clients, including the sight deposits which are contracted with natural persons.



General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd

The terms and manner of opening, maintaining and closing current accounts of natural persons/farmers, entrepreneurs and legal persons are regulated by the general terms and conditions of the provision of payment services, namely:

- General Terms and Conditions for the Provision of Payment Services to Consumers,
- General Terms and Conditions for the Provision of Payment Services to Entrepreneurs,
- General Terms and Conditions for the Provision of Payment Services to Legal Persons.

The Bank opens a current account for the client on the basis of a request for opening and maintaining the account and the concluded framework contract whose integral part is the contract on opening and maintaining the appropriate current account.

Payment Instruments

Article 37

The Bank provides services of issuance and collection of payment instruments to its clients. Payment instrument is a personalized instrument and/or a series of actions agreed between the Bank and the client, used by the client to issue payment orders (payment card or e-banking service i.e. use of PIN, user code and password, etc.).

Article 38

To clients - consumers within the meaning of the Law on Payment Services, the Bank issues debit payment cards, debit payment cards with deferred payment and e-banking payment instruments. The terms and conditions and manner of issuance and usage of the above mentioned payment instruments are governed by the General Terms and Conditions for the Provision of Payment Services to Consumers. The contract on the issuance and usage of the appropriate payment instrument from this paragraph which the client has chosen, is an integral part of the framework contract on the provision of payment services to consumers.

The Bank also issues credit cards to clients - consumers in accordance with the General Terms and Conditions for the Issuance and Usage of Credit Cards and the contract for the issuance and usage of the credit card chosen by the client. The rights and obligations of the Bank and the client are governed by the Framework Contract for the Issuance and Usage of Credit Cards, which includes the mandatory elements prescribed by the Law on Payment Services and the Law on Protection of Users of Financial Services.

The Bank also issues PrePaid cards to clients - consumers in accordance with the General Terms and Conditions for the Issuance and Usage of PrePaid Cards, which regulate the issuance of payment instruments for payments of low monetary value and the issuance of electronic money.

Article 39

To clients - entrepreneurs and legal persons, the Bank issues e-banking payment instruments in accordance with the General Terms and Conditions for the Provision of Payment Services to Entrepreneurs, or General Terms and Conditions for the Provision of Payment Services to Legal Persons.

To clients - entrepreneurs and legal persons, the Bank issues business cards in accordance with the General Terms and Conditions for the Issuance and Usage of Business Cards.

Article 40

Operations with payment cards are conducted in accordance with the established rules and terms, and pursuant to the operative standards for each individual type of cards within the appropriate national and international programme/brand.

The Bank is the owner of the issued cards, which it gives to the clients to use.



General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd

E-banking services include the opportunity to receive information or execute transactions electronically, through Internet, phone, SMS messages, or ATM machines.

Operations of receiving e-banking payment instruments are conducted in accordance with the appropriate provisions of the regulations governing the electronic signature and the electronic document, and with the rules relating to the issuance of electronic certificates by the certification bodies which issue them.

The rights and obligations of the Bank and the client relating to the payment instrument are governed by the contract for the issuance and usage of the credit card chosen by the client. The Bank also provides the client with additional documents for the purpose of keeping them informed in detail on the terms and manner of issuance and usage of payment instruments and their characteristics, and providing instructions for the usage and protection of the payment instrument (general terms and conditions for the issuance and usage of payment cards, rules and instructions for the use of e-banking service). The above mentioned documents depend on the type of user, type and characteristics of the payment instrument, and its connection to the appropriate current account which is used to execute payment transactions initiated by the use of the payment instrument.

One-off Payment Transactions

Article 41

The Bank provides services of the execution of one-off payment transactions on the basis of a contract for the execution of one-off payment transactions, which regulates the execution of a specific payment transaction which is not included in the framework contract.

The contract for a one-off payment transaction is a contract which is not required to be in writing. The mandatory content of that contract is ensured by making the General Terms and Conditions for the Execution of One-off Payment Transactions available, together with other acts containing the information necessary for the execution of the payment order.

The contract on an one-off payment transaction is the basis for the execution of a payment order by a person who does not have a concluded contract with the Bank on the provision of payment services on the basis of opening and maintaining an account and issuing a payment instrument, or who does not use that account for the execution of the requested payment transaction.

III DEPOSIT OPERATIONS, PLACEMENTS AND OTHER BANKING OPERATIONS

Article 42

The Bank provides services of the receipt of time deposits, approval of various types of placements and conducting other banking operations.

Article 43

Monetary time deposits are monetary assets that a legal person deposits with the Bank on the basis of a contract or a legally prescribed obligation.

Time deposits may be dinar deposits, dinar deposits with an FX clause and foreign currency deposits, short-term and long-term deposits, with or without a notice period, with or without a specific purpose.

The terms and conditions of the receipt of time deposits, as well as the rights and obligations of the Bank and the client, are governed by the deposit contract in accordance with the law.



General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd

Article 44

The Bank grants its clients loans, overdraft loans, guarantees, letters of credit and other placements in accordance with the law, other regulations and the Bank's acts.

The Bank also grants its clients long-term and short-term placements in dinars, placements in dinars with an FX clause and in foreign currencies, for purposes in accordance with the law, other regulations and the Bank's acts.

The terms and conditions of the approval of loans (amount of the loan, manner of repayment, determination of the amount of nominal interest rate and the method of calculating interest, amounts of fees and other costs, amount of interest applied during the period of delay, and other terms and criteria), with regard to loans approved by the Bank from foreign credit lines or in shared loan operations with other banks, legal persons or state institutions, are defined in accordance with the contract signed by the Bank with other participants in the loan operations.

The terms and conditions of the usage of the approved placement, as well as the rights and obligations of the Bank and the client, are regulated by the contract.

The Bank reviews every properly submitted request by a client, and notifies the client of the decision it has made within an appropriate timeframe.

It shall be at the discretion of the Bank to suspend the use of the loan and/or frameworks for the approval of the loan and/or guarantees and/or letters of credit in the case it finds that the credit worthiness of the client has deteriorated relative to the assessed credit worthiness at the moment of the approval of the loan/framework contract, as well as in other cases defined by the contract.

When deciding on the client's request for the approval of the placement, the Bank makes an assessment of the risk level of the environmental impact, and establishes whether the industry or project and/or activity of the client is on the list of prohibited industries in terms of ethical principles, environmental protection and health and safety at work.

Unless it has been otherwise contracted, the client has the right to return the loan in part or in full before the maturity date, under the condition that the client informs the Bank about this intention in writing, within a reasonable timeframe, before the early repayment with the payment of a fee in the amount specified by the contract, and the Bank will calculate the interest for the period from the day of the last calculation to the day of the early repayment.

Article 45

The Bank also conducts investment banking operations, foreign exchange operations and other foreign currency operations, operations with financial institutions, depo operations, safe deposit operations, chartered bank and custodian bank operations, as well as other operations in accordance with the law.

The terms and manner of conducting the above mentioned operations are defined in more detail by the Bank's acts and contracts concluded with clients.

IV INTERESTS AND FEES

Interests and Fees for Clients - Users of Financial Services

Article 46

Nominal interest rate applied to contractual relations with the client – user of financial services is the interest rate presented as fixed or variable percentage applied on annual basis to the amount of withdrawn loan funds i.e. to the received deposit.



General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd

Variable nominal interest rate is the interest rate whereof level depends on the contracted variable elements, i.e. variable and fixed elements, whereby variable elements are those which are formally published (reference interest rate, consumer price index etc.) and which cannot be affected by unilateral will of any of the contracting parties.

If the nominal interest rate is presented through two components, the reference interest rate and the margin, reconciliation is performed in line with the changes in the reference interest rate, and reconciliation frequency could be set at not less than on a daily basis, in the course or at the end of the contracted accounting period, which is governed by the contract concluded with the client.

Interest is computed by use of conforming or proportional method.

The effective interest rate is a discount rate which equalises, on annual basis, the present values of all cash flows, i.e. the present values of all cash receipts with the present value of all cash disbursements in respect of the use of financial services, which are familiar at the moment of presenting of this rate.

The level of the interest rate for the specific loan/deposit or for the specific client is to be determined by the decision of the competent board of the Bank. The type and level of the interest rate, as well as the computing method, the fee and other costs must be contained in every contract which the Bank concludes with a client - natural person/entrepreneur/farmer.

In case the borrower is obliged to place a special-purpose deposit with the agreed interest in order to be granted a loan, the Bank is obliged to apply the same method of interest calculation to both the deposit and the loan.

Article 47

In the event of delay, the Bank shall apply on the due but unsettled liabilities of the client – user of financial services the interest rules which are to be applied in case of default of the debtor (*mora debitoris*) stipulated by the Law on Contracts and Torts, i.e. shall apply the interest for delay defined fully in accordance with the law regulating interest on arrears, or the contracted interest rate if the latter is higher than the rate of the legal interest on arrears, in accordance with the Law on Contracts and Torts.

If the client fails to settle the interest within the agreed period of time, the Bank shall calculate and collect the interest on the amount of the unsettled liabilities in accordance with Paragraph 1 of this Article.

The client is entitled, under the circumstances which bring him/her to a difficult material situation, to file the request with the Bank to declare a moratorium for a specific period of time during which the interest on arrears shall not be calculated for the due but unsettled receivable.

Article 48

The fee agreed by the Bank for the clients - users of financial services can be defined as fixed or variable fee. If the fee is defined as variable, the Bank defines the periods in which the fee shall be subject to changes. In case of deposit contracts, the fees and other costs, if variable, depend on the agreed elements to be formally published.

In addition to the fees for particular operations, the Bank collects the actual costs arising from performing of such operations, which are separately defined and agreed.

Interests and Fees for Clients - Users of Payment Services

Article 49



General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd

Information and data on interests and fees for the provision of payment services are the mandatory element of the framework contract on payment services.

Conditions and method of payment and collection of interests and fees are governed by the General Terms and Conditions for the Provision of Payment Services, which the Bank, in the pre-contractual phase i.e. within the concluded framework contract, submits to the client along with the corresponding statements from the overview of interest rates of the Bank i.e. the statements from tariffs of fees which the Bank collects for the provision of its services, and which are applicable in addition to the General Terms and Conditions and which constitute integral part of the concluded framework contract.

Interests and Fees for Legal and Other Entities Registered and Established Under the Law

Article 50

Interests on loans and deposits are established based on: the positive real interest rate policy, the market conditions, the planned and the realized volume and structure of sources and investments in the Bank's balance sheet, the risk premium, the National Bank of Serbia's discount rate, inflation rate, the movement of reference rates with regard to specific currencies in the country and abroad, the movement of exchange rate of RSD, the law, other regulations and other real bases and conditions.

Interests on loans and deposits are agreed on annual, monthly and daily basis, as fixed or variable interests, and interest calculation is performed by using the conforming or proportional method.

The interest rate can be presented as total interest rate or as the sum of/difference between the reference interest rate and the Bank's margin. The Bank reserves the right to modify the level of the interest rate which is agreed as total in accordance with the present General Terms and Conditions.

The level of the interest rate which is agreed as the sum of/difference between the reference interest rate and the Bank's margin is subject to change in the established reference interest rate. In the event of negative value of the reference interest rate, the Bank may, for the purposes of calculation, apply the interest rate only at the level of the margin as specified in the contract, in accordance with the Bank's acts regulating the interest rates and with the contract. Reconciliation frequency could be set at not less than on a daily basis, in the course or at the end of the contracted accounting period, which is governed by the contract concluded with the client.

The effective interest rate is the single price which includes interest, fees and costs of the investment i.e. the provided banking service, in accordance with the regulations.

In the event of delay, the Bank shall apply on the due but unsettled liabilities of the client the interest rules applied in case of default of the debtor (*mora debitoris*) stipulated by the Law on Contracts and Torts, i.e. shall apply the interest for delay defined fully in accordance with the law regulating interest on arrears, or the contracted interest rate if the latter is higher than the rate of the legal interest on arrears, in accordance with the Law on Contracts and Torts.

The interest rate of the period of delay is variable, in accordance with the amendment of the law in the part governing the level of the legal interest on arrears.

If the client fails to pay the interest within the agreed period of time, the Bank shall calculate and collect the interest on the amount of the unsettled liabilities in accordance with the Law on Contracts and Torts.

The Bank shall establish and agree on the level of fees, collection method and period, as well as the level of other costs depending on the market and macroeconomic conditions, in accordance with the Bank's acts stipulating the Bank's fees.



General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd

In addition to the fee for particular operations, the Bank also collects the actual costs arising from the performing of such operations.

The Bank also collects from the client the value added tax, charges and other duties in line with the law and other regulations.

V SECURITY INSTRUMENTS

Article 51

The Bank agrees with the client on security instruments for receivables, which may be as follows:

- specific-purpose deposit,
- bill of exchange,
- guarantee – surety by another bank, surety by legal entity/natural person/farmer,
- guarantee - surety by the state, funds or other institutions,
- lien over movable property,
- lien over securities,
- mortgage over real estate,
- assignment and pledge of receivables and rights,
- trust,
- placement insurance,
- other kinds of securities acceptable to the Bank in accordance with the decision of the competent body of the Bank.

The value of the movable and immovable property being pledged as a security instrument must be evaluated by the authorized evaluator who concluded a contract with the Bank, i.e. by another authorized evaluator acceptable to the Bank based on the decision of the competent body, or must be established based on another document acceptable to the Bank.

The Bank specifies in the contract the insurance of movable and immovable property over which security instruments are encumbered to the benefit of the Bank.

If, prior to settlement of all liabilities under the contract, the law or other regulations governing security instruments for receivables should change, i.e. if for any reason the submitted security instruments should become invalid, i.e. should the Bank be unable to realize (use) them, or should the Bank use the agreed and submitted instruments, the client is obliged to submit to the Bank, within 3 (three) days, the new security instruments for collection of the Bank's receivables.

The Bank may urge the client-legal entity to submit the new security instruments within the agreed timeframe, should the Bank, prior to settlement of all client's obligations under the placement contract, establish that the financial performance indicators show negative trend with regard to the indicators based on which the bank approved the placement, and/or that the Authorized Auditor's Report indicates negative opinion, i.e. that the market value of the submitted security instruments has decreased as compared to the market value of the security instruments at the moment of placement approval and/or that by activation of the above instruments the Bank is unable to collect the receivables.

The client-legal entity is obliged to submit the new i.e. supplementary security instruments, at the Bank's request, which are acceptable to the Bank, or to reduce its debt in a way that the established security instruments become sufficient for securing the Bank's receivables under the contract, if the current security instruments become invalid, inadequate or insufficient for securing the receivables under the contract.

In the event that the client fails to adhere, by the specified deadline, to the Bank's request referred to in the preceding three paragraphs of this article, the Bank shall be entitled to declare the respective receivable as due



and to perform forced collection of such receivable, as well as to activate all security instruments submitted to the Bank in accordance with the contract, except in case of clients - users of financial services.

Replacement/modification of security instruments may be performed based on the written request by the client and the decision of the competent body of the Bank on approval of the request, in line with the Bank's acts.

Part Three BANK SECRECY AND CLIENTS' PERSONAL DATA PROTECTION

I BANK SECRECY

Article 52

In the business relationship with the client, the Bank complies with secrecy of client's data in accordance with the law, other regulations and the Bank's acts. Bank secrecy is trade secret.

Bank secrecy refers to the following:

- data the Bank came to know in the course of business operation which relate to personal data, financial situation and transactions of the clients, as well as to the ownership or business connections of the client, of this or another bank,
- data on the balance and turnover on individual deposit accounts of the clients,
- other data the Bank comes to know in the course of business operation with the clients.

Bank secrecy does not refer to the following:

- public data and data available from other sources to stakeholders with justified interest,
- consolidated data which do not disclose the individual identity of clients,
- data on the Bank's stockholders and their capital share in the Bank, as well as data on other persons holding share in the Bank and the data on such share, notwithstanding if they are the Bank's clients or not.
- data relating to the regularity of fulfilling the obligations towards the Bank.

The Bank, members of its bodies and their employees or persons engaged by it, as well as other persons, who, due to the nature of their job, have access to the data (hereinafter referred to as: bank secrecy obligor) covered by the bank secrecy, may not disclose or submit such data to third parties, nor enable their access to such data.

Exceptionally, the bank secrecy obligor may disclose and submit data to third parties, or enable their access to the data covered by the bank secrecy:

- if the person whom such data refer to has given his/her prior consent,
- if this is required for supervision purposes by the body performing supervision of the Bank,
- based on the decision or request of the competent court,
- for the needs of the Ministry of Interior, authority competent for combating organised crime and the authority competent for prevention of money laundering, in accordance with the regulations,
- for the needs of the tax administration or the authority competent for review of foreign exchange operations, in accordance with the regulations,
- in relation to the property proceedings, based on the request by the property trustee or foreign consular offices, upon submission of written documents demonstrating the justified interest of such persons,
- in relation to the procedure of enforcement and security over the client's property, pursuant to the request of the court, executor or other body competent in such procedure,
- for the needs of professional association established by the banks in view of collection of data on the amount, type and regularity of settlement of clients' liabilities to the Bank,
- for the needs of a foreign regulatory body as provided by the cooperation agreement concluded between such body and the National Bank of Serbia.



General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd

The Bank is entitled to disclose i.e. submit the data covered by bank secrecy to the investigative, public prosecutor and courts, i.e. other bodies performing public and law authorisations solely for the purposes of protection of own rights under the law.

The Bank is entitled, in accordance with the contractual relations among its subsidiaries, to use data on clients and its associated entities which perform their business activity on the territory of the members of the bank Group, in line with the regulations and internal acts of the Group' members.

II PERSONAL DATA PROTECTION

Article 53

The Bank collects and processes personal data within the databases it sets up, which have purpose in performing the Bank's activity.

Personal data protection is ensured by the Bank to every client – natural person, notwithstanding citizenship and residence, race, sex, denomination, language, religion, age, political and other beliefs, nationality, status and social background, birth, education, material situation, social status and all other personal characteristics.

In compliance with the provisions of the Law on Personal Data Protection, the Bank is entitled to:

- submit all the necessary information and data relating to the client (first and last name, date of birth, address, UMCN, personal ID number and/or passport number, contact phone number, e-mail address) and to his/her business relationship with the Bank, to the National Bank of Serbia, the Credit Bureau, external auditors of the Bank, members of the bank group, the Forum for prevention of misuse in loan transactions and payment cards within the Serbian Chamber of Commerce, the National Mortgage Insurance Corporation, persons to which provision of such data by the Bank is stipulated by law, as well as to all third parties with which the Bank concluded corresponding contracts on business cooperation, which are necessary for implementation of the business relationship or which relate to the business relationship between the Bank and the client;
- process the data within the meaning of the Law on Personal Data Protection aiming at implementation of the business relationship and in relation to the business relationship between the Bank and the client, in view of performing of the Bank's obligations in accordance with the regulations and for the purposes and in the manner which the Bank deems necessary and/or meaningful for performing of its activity.

The Bank ensures the protection against loss, destruction, violation of secrecy, unauthorized access, modification, disclosure and any other misuse of personal data which it disposes within its databases.

The Bank may collect and process data which refer to the clients in view of prevention, investigation and detection of fraudulent practices or misuse with regard to performing transactions.

Part Four FINAL PROVISIONS

Article 54

The General Terms and Conditions shall apply in addition to the contracts concluded with the clients.

By signing the contract, the client acknowledges that he/she is familiar with the General Terms and Conditions and that it accepts them to the full extent.



General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd

The present General Terms and Conditions are made available by the Bank to the User in written form in all outlets of the Bank and at the Bank's website <http://www.kombank.com>.

Article 55

Integral part of the present General Terms and Conditions are the general terms and conditions for the provision of payment services, as follows:

- General Terms and Conditions for the Provision of Payment Services to Customers,
- General Terms and Conditions for the Provision of Payment Services to Entrepreneurs,
- General Terms and Conditions for the Provision of Payment Services to Legal Entities,
- General Terms and Conditions for the Issuance and Usage of Credit Cards,
- General Terms and Conditions for the Issuance and Usage of Business Cards,
- General Terms and Conditions for the Issuance and Usage of PrePaid Cards,
- General Terms and Conditions for the Performance of One-Time Payment Transactions.

The above general terms and conditions for the provision of payment services ensure compliance of business with the Law on Payment Services.

The client - user of payment services shall receive the corresponding extract from the present General Terms and Conditions, depending on the type of user of payment services and on the payment service which the client has chosen.

Article 56

The General Terms and Conditions for the Provision of Payment Services referred to in paragraph 1 of the preceding article constitute integral part of the offer, i.e. part of the concluded framework contracts on the provision of payment services which are entered into with clients as on the commencement day of their application.

The General Terms and Conditions for the Provision of Payment Services constitute integral part of the framework contracts which are concluded, under deferred action, with the clients who, within one month prior to effective date of the General Terms and Conditions, open a current account in the Bank and/or apply for issuance of a payment instrument.

The General Terms and Conditions for the Provision of Payment Services shall also apply to established contractual relations with regard to the provision of payment services to clients who have opened current dinar and/or foreign currency accounts, who are users of payment cards and/or e-banking services, pursuant to applicable contracts concluded with the Bank prior to the commencement of application of the General Terms and Conditions and the Law on Payment Services.

The Bank is obliged to inform all the clients referred to in paragraph 3 of the present article on the alignment of business operations with the Law on Payment Services and on the direct application of the provisions of the law in view of protection of their rights and interests, and to make available to them the general terms and conditions for the provision of payment services which shall apply to their contracts. The client is entitled to terminate the contract within 3 months from the commencement date of application of the General Terms and Conditions and the Law on Payment Services.

Article 57

Any issue not regulated by the present General Terms and Conditions shall be governed by the provisions of the Law on the Protection of Users of Financial Services, the Law on Payment Services, the Law on Foreign Exchange Operations, the Law on Contracts and Torts, the Law on Prevention of Money Laundering and Terrorist Financing, the Law on Banks, the Law on Personal Data Protection, as well as by the provisions of other laws and regulations of the Republic of Serbia.

In the event of adoption of new regulations, as well as of modifications and/or amendments to the laws and by laws applicable to the provision of services by the Bank, they shall be directly applicable to the contracted rights



General Terms and Conditions for Business Operations of Komercijalna banka AD Beograd

and obligations of the Bank and the Customer until the adoption of appropriate modifications of and amendments to the General Terms and Conditions.

These General Terms and Conditions apply as of 01.07.2017.

CHAIRPERSON OF THE BOARD OF DIRECTORS

Vladimir Krulj, PhD

