

GENERAL TERMS AND CONDITIONS OF PAYMENT SERVICES FOR ENTREPRENEURS

I GENERAL PROVISIONS

Article 1

These General Terms and Conditions of Payment Services for Entrepreneurs (hereinafter referred to as "General Terms and Conditions") set out the rights and responsibilities of Komerčijalna banka AD Beograd (hereinafter referred to as "the Bank") and a entrepreneur (hereinafter referred to as "the Customer") arising from opening, maintenance and closing of current accounts and govern the conditions and manner of execution of payment transactions, liability and safeguards in connection with the execution of transactions involving the issuing and use of payment instruments, provision of information to the Customer, modes and means of communication, remedies available to the Customer for the protection of his rights and interests and termination of the contractual relationship.

These General Terms and Conditions shall apply to dinar-denominated and foreign exchange accounts held by entrepreneurs and provision of payment services involving national payment transactions executed in dinars and third-country currencies, as well as international payment transactions regardless of the currency of payment.

II DEFINITIONS

Article 2

As used herein, the following terms shall have the meanings set forth below:

Bank

Komerčijalna banka AD Beograd
11000 Belgrade, Sv. Save 14
TIN: SR 100001931
Registration number: 07737068
Standard Industrial Code: 6419
Account No: 908-20501-70

BIC (SWIFT): KOBBSBG
REUTERS dealing code KOMB
Website: www.kombank.com
Contact e-mail: posta@kombank.com
Phone: +381 11/30 80 100
Fax: +381 11/344 13 35 and 344 23 72

A list of branches and local offices with addresses is available on the Bank's website.

The Bank is a provider of payment services and operates under licence issued by the National Bank of Serbia in accordance with the Decision NBJ O.No. 206 of 3 July 1991. The Bank's operations in the capacity of a payment service provider are supervised by the National Bank of Serbia, Belgrade, Kralja Petra 12.

The Bank is registered with the Business Registers Agency under No. 10156/2005.

Customer means a entrepreneur that uses or has used a payment service in the capacity of a payer and/or payee or applied for such services with the Bank;

entrepreneur means a natural person who is not a consumer, i.e. a person with the ability to contract who pursues a business activity for profit, in accordance with the law on companies and other laws;

Customer's authorised representative means the Customer's legal representative and/or an authorised representative designated as such in the register maintained by a competent authority;

proxy of the Customer's authorised representative means a person authorised by a proxy letter issued and certified by the Customer's authorised representative to execute individual legal operations in connection with the opening of a current account, other than signing of a Specimen Signature Card;



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Current account means a dinar-denominated or foreign exchange payment account held with the Bank and used for executing payment transactions in national currency and in foreign currencies, as well as for other purposes in connection with the services provided by the Bank to the Customer under a separate agreement;

Payment service means all services required for opening, maintenance and closing of a current account and execution of payment transactions through that account (cash payment to the current account, cash withdrawal from the current account, transfers to and from the current account by credit transfers of payment cards, payment transactions provided from loans granted to payment service customers, remittances), including the services of issuing and acceptance of payment instruments;

Payment order means an instruction given by the payer or the payee to its payment service provider demanding the execution of a payment transaction;

Payment transaction means any deposit, transfer or withdrawal initiated by the payer or the payee, which is executed regardless of the legal relationship existing between the payer and the payee;

Payer means the person that debits a payment order to his current account or consents to a payment transaction pursuant to a payment order issued by the payee;

Payee means the person designated as the recipient of the money involved in a payment transaction;

Payment instrument means any personalised instrument and/or a series of procedures agreed between the Bank and the Customer which the Customer uses for the purpose of issuing a payment order (payment cards, PIN, username, password, digital certificate etc.);

E-banking means a service provided by the Bank which enables the Customer to execute payment transactions online and to have access to information on the balance and transaction on his account using the agreed payment instrument, as well as any systems used by the Customer that are provided by other e-banking service providers with which the Bank has a data exchange agreement covering data relating to payment orders and the Customer's accounts;

Unique identifier means the number of a current account specified in the relevant account opening agreement, which is used in payment transactions for unambiguous identification of the Customer and/or his current account;

National payment transaction means a payment transaction in which the payer's payment service provider and the payee's payment service provider provide this service in the territory of the Republic of Serbia in dinars and/or in third-country currencies, in accordance with the regulations governing foreign exchange operations;

International payment transaction means a payment transaction in which one payment service provider provides this service in the territory of the Republic of Serbia, while the other provides it in a third country, as well as a payment transaction in which the same payment service provider provides this service in the territory of the Republic of Serbia for one customer and in the territory of a third country, either for the same customer or for a different one. Transactions in dinars between residents and non-residents, as well as transaction in dinars between non-residents, are deemed to be international payment transactions;

Third country until Serbia's accession to the European Union means any foreign country, while after the accession date it will mean any country that is not an EU Member State;

Business day means a day or part of a day in which the Bank is open for business in a way which enables payment transactions to be executed, as per the Time Schedule;

Value date means a reference date or reference time used by the Bank in the calculation of interest charged on money debited from or credited to a payment account;

Account cover means an available balance of a current account that is sufficient for the execution of a payment transaction;

Time of receipt of a payment order means the time when the Bank received a payment order issued as provided for by the Framework Agreement, notwithstanding any prior involvement of the Bank in the process of preparation and issuing of that payment order;

Date of execution of a payment transaction means the time when the account of the payee's payment service provider is credited;

Durable data storage medium means any medium that allows the Customer to preserve the data intended for him, to access such data and to reproduce them in an unchanged form over a period which corresponds to the purpose of storing (CD, USB, a computer hard drive capable of storing e-mails, a mobile phone and a card capable of storing SMSs);



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Current account statement means a statement containing information on all changes on a current account with the final balance, which the Bank sends to the Customer on the next business day or not later than 3 (three) days of execution of a payment transaction, in the manner specified by the Customer in the Account Opening Request or in any subsequent Data Modification Request;

IBAN (International Bank Account Number) – unique international banking number of a client's account structured in compliance with international standards;

BIC (Bank Identifier Code) or SWIFT Code is a unique international bank identifier determined in accordance with ISO 9362 international standards and is used in the execution of payment transactions.

III FRAMEWORK PAYMENT SERVICES AGREEMENT WITH SOLE TRADERS

Pre-contractual Stage

Article 3

For information purposes and in order to enable the Customer to learn about the terms and conditions under which payment services are provided, before executing a Framework Agreement, the Bank shall provide the Customer with the details which constitute mandatory elements of a Framework Agreement under the law. The Bank shall provide this information to the Customer by presenting these General Terms and Conditions and other documents incorporated in the Framework Agreement.

The documents provided to the Customer are deemed to constitute a proposal for entering into a Framework Agreement, which the Customer should accept either immediately or within 1 (one) day.

The documents shall be sent to the Customer by e-mail or delivered in person at the Bank's offices.

Entering into a Framework Agreement

Article 4

If the Customer accepts the offered terms and conditions, he files an Account Opening Request. The Framework Payment Services Agreement with a Entrepreneur (hereinafter referred to as "the Framework Agreement") is deemed to be executed when the Bank and the Customer sign an account opening and maintenance agreement for a dinar-denominated and/or foreign exchange account.

The Framework Agreement incorporates these General Terms and Conditions, Decisions on fee rates charged by the Bank in national and international payment transactions (hereinafter referred to as "the Fee Rate Schedule"), an Extract from the Bank's Interest Rate Breakdown for Entrepreneurs, the Time Schedule of Komercijalna banka AD Beograd for Acceptance and Execution of Payment Transactions (hereinafter referred to as "the Time Schedule"), the current account opening and maintenance agreement and any other subsequently executed account opening and maintenance agreement and/or agreement on issuing of payment instruments for e-banking purposes.

Article 5

The Framework Agreement shall be entered into indefinitely, in the Serbian language.

The Framework Agreement governs the execution of future individual payment transactions.

By affixing his signature to the current account opening and maintenance agreement or the e-banking services agreement, the Customer confirms he has received a counterpart of the Framework Agreement.

The Customer has the right to demand a copy of the Framework Agreement on paper or on another durable data storage medium during the contractual term.



IV CURRENT ACCOUNT

Opening of a Current Account

Article 6

The Bank shall open a current account for the Customer on the basis of a request and an executed current account opening and maintenance agreement (hereinafter referred to as “the Agreement”).

A current account is used for the execution of payment transactions in national currency and foreign currencies, as well as for other purposes in connection with the services provided by the Bank to the Customer under a separate agreement (e.g. loan agreement).

The Customer may open one or more current accounts.

Every account shall have its number, which shall serve as a unique identifier in the issuing of payment orders to enable unambiguous identification of the Customer and the current account. The number of a current account shall be set out in the Agreement.

The Bank shall also open a current account for the Customer on the basis of laws or implementing regulations to which the Customer referred in the Account Opening Request or by providing an extract from a regulation and/or document which provides the basis for opening of such current account and the intended purpose of the funds held in such current account.

Article 7

The Bank shall open the following types of current accounts (hereinafter referred to as “the Account”):

- dinar-denominated account of a resident customer - current account for the execution of payment transactions in dinars,
- foreign exchange account of a resident customer - current account for the execution national of payment transactions in third-country currencies, as well as for international payment transactions, regardless of the currency of payment.

Article 8

The Bank shall open an account for a resident Customer on the basis of the following:

- An Account Opening Request completed and signed by the Customer's authorised representative or the Customer's proxy, on a form provided by the Bank,
- A decision on registration with the competent register or an extract from a register, issued by the competent authority not more than 3 months before presentation,
- An extract from a relevant regulation or document which provides the basis for opening of the current account,
- Statutory documentation required by the law for Know-Your-Client activities and measures under the anti-money laundering and counter-financing of terrorism law,
- Documents which the Bank uses to collect data (registration number, TIN, Standard Industrial Code etc.), insofar as these are not contained in the decision of the competent registration authority, which the Bank is required to provide regularly for the purposes of the Single Register of Accounts maintained by the National Bank of Serbia,
- A completed and stamped Specimen Signature Card for the authorised representatives,
- A completed and stamped Specimen Signature Card of persons authorised to dispose of funds on the Account, which must be completed by the Customer's authorised representative registered with the register maintained by the competent authority,
- Any other documents the Bank may need and demand,
- The executed Agreement.



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If the Customer is registered with the Business Registers Agency, the Bank shall electronically retrieve from the Business Registers Agency the decision on registration or an extract from the register.

If, during the period of account maintenance, status-related or other changes occur in the data retrieved by the Bank electronically from the Business Registers Agency, the Bank shall update the data relating to the Customer's Account within 3 (three) business days of the date of their retrieval.

The Customer undertakes to present the Bank immediately, or not later than in 3 (three) business days, with relevant documentation concerning any change registered with the Business Registers Agency or another competent register. If the Customer fails to honour this undertaking, the Bank assumes to responsibility for any damage that may occur with regard to disposal of funds on the Customer's Account..

Article 9

The Bank shall make a list of documents required for account opening available to the Customer on its website and in its local offices.

The Bank shall enter into an Agreement with the Customer and open an Account if the required documents are fully compliant with the statutory requirements. Where this is not the case, the Bank shall decline entering into an Agreement with the Customer, which fact it shall communicate to the Customer in writing, and shall return any documents it has received.

The Customer shall be liable for accuracy and completeness of all presented data on the basis of which the Bank opens and maintains the Account and shall indemnify the Bank for any damage, loss or expense incurred as a result of presentation of inaccurate or incomplete data.

The Bank reserves the right to refuse to open an account for the Customer without providing reasons. The Bank shall allow the person who requested the opening of a current account to take back any documents provided for the purposes of account opening.

Account Maintenance

Article 10

The Bank shall maintain the Account in RSD or in a foreign currency, but only if it is traded in the foreign exchange market in foreign currency.

The Bank shall charge an account maintenance fee in accordance with the Fee Rate Schedule.

Disposal of Funds on Account

Article 11

The Customer shall dispose of funds on the Account by issuing hard copy or electronic payment orders through the use of payment instruments.

The Customer's authorised representative may appoint one or more persons authorised to dispose of funds on the Account (hereinafter referred to as "the authorised person") and determine the scope of their powers, which shall be specified on the Specimen Signature Card. An authorised person cannot assign his rights to a third party or change the terms and conditions of transactions on the account or terminate the Agreement and close the Account.

A completed Specimen Signature Card signed by the Customer's authorised representative and certified by stamp must be presented to the Bank at the time of execution of the Agreement. Upon certification of the Specimen Signature Card by the Bank, the authorised persons named on it may dispose of funds on the Customer's Account by issuing hard copy orders.



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A holder of a Visa Business Electron debit card (hereinafter referred to as “the Card”) authorised by the Customer to dispose of funds on the Account solely through the use of the Card shall also be considered an authorised person.

For the purpose of electronic issuing of orders using e-banking services, the authorised representative shall designate authorised persons and the scope of their powers to dispose of funds on the Customer’s Account in the documents signed at the time of execution of an agreement for the use of the chosen e-banking payment instrument.

The Customer shall fill out a separate Specimen Signature Card for disposal of funds separately for each of his Accounts.

The Customer’s authorised representative may modify the scope of powers granted to authorised persons and/or the mode of disposal of funds available to them or revoke an authorisation for disposal of funds on the Account by providing relevant documentation to the Bank.

V PAYMENT INSTRUMENTS

Article 12

The Bank shall provide payment instrument issuance and acceptance services to the Customer.

Payment instrument means any personalised instrument and/or a series of procedures agreed between the Bank and the Customer which the Customer uses for the purpose of issuing a payment order Payment instrument.

The Bank may not issue the Customer with a payment instrument he did not request, except where an existing payment instrument needs to be replaced.

Information on the payment instruments offered by the Bank is available on its website and in the offices where relevant services are provided.

The Bank reserves the right to modify the type and features of the payment instruments and to upgrade the existing payment instruments.

e-Banking

Article 13

e-banking is a set of services which allow the Customer to execute national and international of payment transactions electronically and/or to use information services, balance inquiries and statements of changes on the Account.

e-banking payment instruments may be used only by Customers who hold a current account with the Bank.

The terms and conditions of issuing and use of payment instruments used for issuing orders in e-banking are set out in the relevant rules and instructions which govern the use of e-banking services.

The Customer may apply for a payment instrument when opening the Account or at any time after that during the period of account maintenance. The Customer may opt for one or more e-banking services. At the Customer’s request, the Bank shall provide relevant documents for the chosen e-banking service in accordance with Article 3 of these General Terms and Conditions.

An executed agreement on issuing and use of an e-banking payment instrument, together with all accompanying rules and documents, shall be incorporated in the Framework Agreement by reference. The agreement and the documentation used for request and issuing of payment instruments, designation of new authorised persons or powers or modification of the existing ones and revocation of authorisations to use payment instruments shall be signed by the Customer’s authorised representative.



Other Payment Instruments

Article 14

The Bank provides the services of business card issuing and acceptance to entrepreneurs. The conditions for issuing and use of such cards are set out in the General Terms and Conditions of Issuing and Use of Business Cards, which are incorporated in a separate agreement governing the rights and responsibilities of the Bank and the Customer in connection with these payment instruments.

The Bank also offers entrepreneurs the services of issuing payment instruments which enable the Customer as the payee to execute payment transactions initiated by the payer through the use of payment cards (at POS terminals and on websites). The terms and conditions of issuing and use of POS terminals are governed by separate agreements.

VI EXECUTION OF PAYMENT TRANSACTIONS

Authorisation of a Payment Transaction

Article 15

The main prerequisite for a payment transaction to be executed is authorisation by the payer.

The Bank shall execute a payment transaction if the Customer has authorised it beforehand. In the absence of an authorisation of a payment transaction, it shall be deemed that the transaction has not been approved and it shall not be executed.

Article 16

The Customer shall be deemed to have authorised a payment transaction in the following cases:

- For payment orders in hard copy – when they are signed by the authorised person named on the Specimen Signature Card and certified by the stamp of the Customer/Payer, subject to the condition that the signature and stamp must be identical and correspond to the powers specified on the Specimen Signature Card applicable on the date of receipt of the payment order,
- For payment orders in hard copy presented to the Bank by the payee on the basis of a bill of exchange – at the time of issuing of a bill of exchange by which the Bank is irrevocably authorised to execute the payment transaction which the holder of the bill of exchange initiates by a payment order for transfer of funds from the account of the Customer/Payer to the account of the payee,
- For payment orders issued through e-banking – when the order is signed by a certificate on smart card or USB key by the persons named in the documents which served as the basis for agreeing the powers of disposal through e-banking,
- For payment orders initiated through the use of payment cards at POS terminals or ATMs – when the conditions set out in a separate framework agreement governing the issuing and use of business payment cards are met.

Receipt and Time Limit for Execution of Payment Orders

Article 17

The Bank shall receive payment orders directly from the Customer as the payer and indirectly from the payee in case of bills of exchange and payment card transactions.

A payment order is to be presented for execution by an authorised holder designated by the legal representative whose details are available in the Bank's system.

The Bank shall receive payment orders and execute payments up to the available balance of the Account or up to the authorised overdraft limit under a separate agreement entered into with the Customer.



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The available balance of the Account is deemed to be the balance of the current account recorded on the previous day plus any daily inflows and minus any daily outflows.

Article 18

The time of receipt of a payment order is the time when the Bank is deemed to have received the payment order in accordance with the Time Schedule.

The time of receipt of a payment order issued using the e-banking service is the time when the order is entered in the Bank's payment information system.

Payment orders received by the time specified in the Time Schedule as the cut-off time for receipt of orders shall be executed by the Bank on the same day. Payment orders received after the cut-off time shall be deemed to have been received on the following business day.

The Bank reserves the right to execute orders received after the cut-off times specified in the Time Schedule on the same day, subject to availability of its capacities.

Requirements for Execution of Payment Orders

Article 19

The Bank shall execute a payment order if:

- The payment order, if in hard copy, is correctly filled out (complete, legible, without any visible correction, strike-through or deletion),
- The payment order, if issued electronically, is complete,
- The Customer/Payer has authorised the transaction in one of the ways provided for in Article 16 of these General Terms and Conditions,
- The payment order is issued on the relevant form in accordance with the regulations governing the form, content and mode of use of payment order forms and/or the regulations governing foreign exchange operations if the order is for an international payment transaction or a national payment transaction in third-country currencies,
- The Customer has ensured that the current account designated as the Payer's account has sufficient cover to enable full execution of the payment order by the cut-off time specified in the Time Schedule;
- In case of international payment transactions, in addition to the cover for execution of the payment transaction, the Customer has also provided cover for the transaction fees charged by the Bank, unless agreed otherwise with the Customer,
- The documentation required for the execution of a payment order under the law is provided.

The Bank reserves the right to demand of the Customer to enter additional data in the payment order and to provide additional documentation with the payment order, insofar as these are required under the law for execution of the payment order.

The Customer is responsible for accuracy and correctness of the data provided in a payment order.

Execution of Payer's Payment Transactions

Article 20

If all applicable requirements are met and if no statutory restrictions apply, the Bank shall execute a payment transaction upon receiving a payment order within the time limits set out in the Time Schedule.

Payment transactions pursuant to payment orders received during the business day by the cut-off time for receipt of orders in accordance with the Time Schedule shall be executed on the same business day. If no date of execution is specified on a payment order, it shall be deemed that the intended date of execution of the order is the same as the date of its receipt.



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When national payment transactions are executed between residents in dinars, the Customer may specify a future date in the order as the intended date of execution payment transaction.

Payment orders received after the cut-off time shall be deemed to have been received on the following business day and the relevant transaction shall be executed during that business day.

A payment transaction is deemed to have been executed once the payment transaction has been credited to the account of the Payee's payment service provider.

For international of payment transactions, a payment transaction is deemed to have been executed when the amount of the payment transaction has been credited to the first bank involved in the intermediation and/or execution of the payment order.

Execution of Payee's Payment Transactions

Article 21

Once the amount of a payment transaction has been credited to the Bank's account by the Payer's payment service provider, the Bank shall make the proceeds available to the Customer/Payee immediately upon receiving all required information. If funds are credited to the Bank's account on a day when it is not open for business, it shall be deemed that the Bank received such funds on the first subsequent business day.

If the Customer deposits cash to the Account through the Bank's operating network, the Bank shall make the funds available to the Customer on the date of receipt of such cash if it has been received by the cut-off time for receipt of orders in accordance with the Time Schedule, or at such other time that may be specified by an agreement if the Bank has entered into a separate cash processing agreement with the Customer.

In case of international of payment transactions, the Bank shall credit the Customer's account after receiving cover for execution of the payment order and after obtaining the information necessary for execution from the payee pursuant to the received Credit Note, provided the payee has presented a relevant document in cases where the presentation of such document is a requirement for disbursement in accordance with the regulations governing foreign exchange operations.

If a foreign bank withdraws and/or modifies an order or blocks its execution after notification by a SWIFT message, but before the date stated in that message as the date on which funds would be transferred to the Bank, it shall be deemed that no transfer has occurred and the Bank shall not be liable in any way or owe any obligations to the Customer/Payee.

Refusal to Execute a Payment Order

Article 22

The Bank shall refuse to execute a payment order issued by the Customer if all requirements for its execution in accordance with Article 19 of these General Terms and Conditions are not met.

The Bank shall inform the Customer of its refusal to execute an order and, where possible, state the reasons for such refusal and explain the procedure for correcting any errors, save where this is prohibited by applicable legislation.

When refusing a payment order issued in hard copy, the Bank shall inform the Customer orally of such refusal without delay, by the end of the business day at the latest.

When refusing an electronic payment order, the Bank shall inform the Customer thereof through its e-bank service by the cut-off time for execution of payment orders specified in the Time Schedule.

A payment order shall not be considered refused if it has not been executed due to forcible debt collection from the Customer, of which the Bank is not required to inform the Customer.

If an order is refused for any of the reasons stated above, it shall be deemed that no order has been received.



Withdrawal of a Payment Order

Article 23

The Customer may withdraw a payment order by the time when execution of the payment order is initiated.

The Customer shall submit to the Bank a written request for order withdrawal signed by the authorised representative or by the authorised person who authorised the execution of the payment order which the Customer seeks to withdraw.

If the date of receipt of a payment order and the date of its execution specified by the Customer are different, the Customer may withdraw the payment order by the end of the business day immediately preceding the date of execution stated on the Customer's payment order.

The Bank will not be able to comply with the Customer's request for withdrawal of a payment order once the order has been executed in internal payment operations and/or after it has been forwarded to interbank payment systems, of which fact the Bank shall inform the Customer.

If a payment order is not executed on the specified date because the Customer does not have sufficient balance on the Account, execution shall be attempted over the next 2 (two) days, after which the order shall be deemed to have been withdrawn by the Customer, of which fact the Bank is not obliged to inform the Customer.

VII SAFEGUARDS AND OTHER MEASURES APPLICABLE TO EXECUTION OF TRANSACTIONS

1. LIABILITY OF THE BANK AND THE CUSTOMER IN CONNECTION WITH EXECUTION OF PAYMENT TRANSACTIONS AND REFUND OF PAYMENT TRANSACTIONS

Unique Identifier

Article 24

The Customer shall be responsible for the use of the unique identifier, i.e. for the accuracy of the payee's account number stated on the payment order.

The Bank shall not be liable for execution of a payment order if it has executed a payment to the payee's account stated on the payment order, regardless of any other payee information (trade name, address, registered office) that may be stated on the payment order provided by the Customer. It shall be deemed that the Bank has executed correctly any such order.

The Bank shall not be liable for any unexecuted or incorrectly executed payment transaction if the current account number entered in the payment order is incorrect.

The Bank may provide the Customer with information on the cash flow in a payment transaction, at the Customer's request in writing signed and stamped by the Customer's authorised representative or the person who authorised the execution of the payment order. Information on the outcome of any measures put in place shall be provided to the Customer in writing.

Unauthorised, Unexercised or Incorrectly Executed Payment Transactions

Article 25

A payment transaction executed pursuant to a payment order in hard copy which the Customer did not authorise in accordance with these General Terms and Conditions shall be considered an unauthorised payment transaction.

The Bank shall be liable to the Customer that initiated a payment transaction as the payer for timely and proper execution of the payment transaction to the payee's payment service provider or to the first bank involved in the



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intermediation and/or execution of the payment order in case of international payment transactions or national payment transactions in third-country currencies.

The Bank shall be liable to the Customer that initiated a payment transaction as the payee for timely and proper execution of the payment transaction to the payee's payment service provider.

If the Bank has incorrectly executed a payment transaction pursuant to a payment order in hard copy issued by the Customer, contrary to the data stated on the payment order, where the amount transferred is higher or lower than the amount stated on the payment order and/or where the funds are transferred to a different payee, the Bank shall restore the account of the Customer/Payer to a balance it would have had if the payment transaction had not been executed incorrectly and shall execute the payment transaction correctly even if the Customer does not explicitly demand this, if the correction of such incorrectly executed transaction is made on the same business day when the transaction was executed incorrectly.

If an error is spotted on the business day immediately following that on which the Bank incorrectly executed a payment order in hard copy or on any subsequent business day thereafter, the Bank shall restore the account of the Customer/Payer specified on the payment order to a balance it would have had if the payment transaction had not been executed incorrectly and shall execute the payment transaction correctly and shall seek written authorisation from the Customer to execute the payment order.

Article 26

In case of an unauthorised, unexecuted or incorrectly executed payment transaction, immediately upon learning of any such transaction the Bank shall refund the amount of such of payment transactions if they were initiated by payment orders in hard copy or restore the account of the Customer/Payer specified on the payment order to a balance it would have had if the payment transaction had not been executed incorrectly, refund all fees charged to the Customer and pay any interest to which the Customer is entitled, unless the Customer states he wishes the payment order to be executed correctly.

The Bank undertakes to refund the amounts of any such transactions to the Customer or to execute such payment transactions correctly on condition that the Customer has notified it of such payment transaction and has demanded correct execution of such payment transaction immediately upon learning about it and in any case not later than 6 (six) months of the date when the Account was debited, i.e. the date when the payment transaction was executed. The Customer shall send such notification or request to the Bank in writing to its physical address or to its contact e-mail stated in these General Terms and Conditions; if the Bank is unable to honour the Customer's, it shall explain its reasons in writing by registered mail.

Refunds of incorrectly executed transactions shall have priority over any other payment transactions to be executed from the current account to which the relevant funds were transferred.

Transactions shall not be considered unauthorised when the Customer's Account is debited without a payment order in case of execution proceedings or forcible collection initiated against the Customer in accordance with the law for the purpose of collecting any due fees for the services provided by the Bank under the Framework Agreement, any due receivables arising from loans and any other receivables of the Bank, if such mode of debt collection was agreed, as well as in any other case contemplated by the law.

Additional Rights of the Customer in the Event of an Unauthorised, Unexercised or Incorrectly Executed Payment Transaction

Article 27

In case of an executed or incorrectly executed payment transaction, regardless whether the Bank is responsible or not, the Customer shall be entitled to file a request for appropriate measures to be taken by the Bank for the purpose of tracking the track flow pursuant to the payment transaction and for the purpose of obtaining information on the outcome of any such measures put in place.



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The Customer shall be entitled to claim compensation for any damage incurred due to the execution of an unauthorised payment transaction or due to failure to execute or incorrect execution of a payment transaction for which the Bank is responsible.

Participation of Intermediaries in Unexercised or Incorrectly Executed Payment Transactions

Article 28

The Bank shall be liable to the Customer for any unexecuted or incorrectly executed payment transaction in dinars even if such transaction was executed under the responsibility of an intermediary participating in the execution of the payment transaction between payment service providers (e.g. a payment service provider that participates in the execution of a payment transaction between the Bank and the payee's payment service provider).

2. EXCLUSION OF LIABILITY

Article 29

Liability of the Bank shall be excluded in the following situations:

- The Bank shall not be liable for failure to execute or belated execution of payment order or for non-compliance with its other contractual obligations if interruptions occur in the execution of payment services. Interruptions in the execution of payment services include any events, occurrences, actions or acts that impede or prevent the execution of payment services due to *force majeure*, acts of God, war, rebellion, unrest, terror attacks, natural and environmental disasters, disease outbreaks, strikes, interruptions of power supply and telecommunications, breakdowns of payment systems and any other similar caused not attributable to the Bank;
- The Bank shall not be liable for payment transactions pursuant to payment orders that have not been executed by the cut-off time for execution in accordance with the Time Schedule, if the delay was due to compliance with anti-money laundering and counter-financing of terrorism legislation, legislation on forcible collection and any other regulations with which the Bank is required to comply,
- The Bank shall not be liable if the Customer does not meet his obligations under these General Terms and Conditions and the Agreement and/or any special general terms and conditions which apply to issuing and use of payment instruments in connection with the implementation of safeguards pursuant to the said terms and conditions;
- The Bank shall not be liable if the execution of an unauthorised payment transaction was due to a fraudulent action of the Customer or its authorised persons or third persons for whose conduct the Bank is not liable, if it is found that the Customer's payment order is forged, but the Bank was unable to spot the forgery in spite of exercising due diligence, or if the execution of an unauthorised payment order is due to the use of a stolen or lost stamp of the Customer.

3. USE OF PAYMENT INSTRUMENTS AND APPLICABLE SAFEGUARDS

Responsibilities of the Customer and the Bank in Connection with the Issuing and Use of Payment Instruments

Article 30

The Customer shall use a payment instrument in accordance with the agreement governing the issuing and use of that instrument.

Immediately upon receiving a payment instrument, the Customer shall undertake all reasonable and appropriate measures to protect the personalised security elements of the instrument (e.g. smartcard with a certificate, PIN, username, password etc.).

The risk of delivery of a payment instrument and its personalised security elements to the Customer shall be borne by the Bank, which must ensure that such personalised security instruments of a payment instrument are accessible exclusively to the Customer to whom such instrument is issued.



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The Bank shall ensure that the Customer can at any time notify the Bank by appropriate means of any loss, theft or abuse of a payment instrument and prevent any further use of the payment instrument once such notice has been given and shall furthermore allow the Customer to use a previously blocked payment instrument when the reasons for such blocking no longer pertain.

Loss, Theft or Abuse of a Payment Instrument

Article 31

Immediately upon learning of any loss, theft or abuse of a payment instrument, the Customer must notify the Bank in writing through the nearest local office of the Bank, by e-mail at ebank@kombank.com or by dialling the Call Centre at 0700800900, providing the required elements concerning the certificate holder which allow the Bank to impose safeguards in relation to the payment instrument and block its further use.

Upon receiving notice of loss or theft of a payment instrument, the Bank may issue the Customer with a new payment instrument against presentation of relevant documentation. The cost of issuing such instrument shall be borne by the Customer, in an amount set out in the Bank's Fee Rate Schedule.

An e-banking payment instrument shall be blocked immediately upon receipt of a notice from the Customer, on the same business day or on the first subsequent business day if the notice is received outside of working hours in accordance with the Time Schedule.

At the Customer's request, the Bank shall provide evidence of the fact that the Customer notified it of any loss, theft or abuse of an instrument within 18 months of the date of such notification.

The Customer shall be liable for any losses resulting from execution of unauthorised payment transactions due to loss, theft or abuse of a payment instrument, up to the amount of RSD 15,000.00.

The Customer shall bear the full amount of any loss if it is found that unauthorised transactions were executed as a result of fraudulent actions by the Customer or due to a failure to put in place the safeguards provided for in these General Terms and Conditions, either intentionally or through gross negligence.

If any unauthorised use of a payment instrument has occurred, the Customer shall, immediately upon learning of it and in any case not later than 6 (six) months of the debit date, report to the Bank any unauthorised transaction executed through unauthorised use of a payment instrument.

The Customer shall not bear the costs of any unauthorised transactions after reporting the unauthorised use to the Bank or if he was not allowed to appropriately notify the Bank of any loss, theft or abuse of a payment instrument, except where such losses are a result of fraudulent actions committed by the Customer.

Restrictions on the Use of Payment Instruments

Article 32

In the text of the agreement on issuing and use of a payment instrument, the Bank and the Customer shall set a spending limit per individual payment transaction or multiple payment transactions over a certain period, if those transactions are executed on the basis of a payment instrument which is used to authorise such transactions.

The Customer accepts that the Bank may prevent the use of (block) such payment instrument if justified reasons pertain with regard to safety of payment operations, if there is any suspected unauthorised or fraudulent use of a payment instrument or if there is increased risk that the payer would not be able to cover the liability where the use of a payment instrument is associated with granting of a loan or authorised account overdraft to the payer.

The Bank shall notify the payer of its intent to block a payment instrument and the reasons for such blocking. If it is unable to provide such notification to the payer before blocking a payment instrument, the Bank shall do so



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immediately upon blocking the instrument, save where such notification is prohibited by the law or where justified security-related concerns pertain.

The Bank shall be entitled to block a payment instrument:

- If the Customer/Authorised Person acts in violation of these General Terms and Conditions and the relevant agreement on issuing of the payment instrument,
- If it suspects a payment instrument has been used without authorisation or with fraudulent intent or if it suspects a payment instrument has been abused,
- If the Customer has reported the loss, theft or abuse of the payment instrument to the Bank,
- If the Customer has failed to settle its debt owed to the Bank after receiving a letter of warning,
- If the Customer has requested the payment instrument to be blocked.

A payment instrument may not be used in ways and for purposes that are contrary to applicable legislation.

If the Customer's operations are not conducted properly or if the Customer fails to pay any liabilities (fees and expenses) owed in connection with the current account, the Bank may disable any further use of a payment instrument.

Article 33

Safeguards applicable to the use of other payment instruments shall be governed by a separate framework agreement.

IX INTEREST

Article 34

The Bank shall calculate and pay interest on the balance of the Customer's dinar-denominated account, subject to the conditions and at the interest rate set out in the Framework Agreement.

The Bank shall not calculate and pay interest on the balance of the Customer's foreign exchange account, in accordance with the Framework Agreement.

The Bank shall notify the Customer of any changes of the interest rate in writing, using the means indicated by the Customer in the Account Opening Request, i.e. either by sending mail to the Customer's physical address or by sending an e-mail, if an e-mail address was provided for registration purposes.

The Bank shall inform the Customer of the amount of interest paid through Statements of the Account.

X FEES FOR SERVICES

Article 35

The Bank shall calculate and charge a fee for the payment services provided to the Customer in accordance with the Fee Rate Schedule, in the manner and within the periods set out in the Agreement.

The Customer hereby authorises the Bank to collect any due fees and any ancillary expenses from the balance of his Account. If the balance of the Account is insufficient, the Customer hereby authorises the Bank to debit any outstanding fees and expenses to all of his accounts held with the Bank.

If the balance of the Customer's Account(s) in the currency of payment is insufficient, the Customer accepts that the Bank may convert the balance of his Account(s) in any other currency at the middle exchange rate published by the National Bank of Serbia on the date of execution of the transaction.



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Article 36

The fee charged on executed payment transactions shall be due and payable on the same day, which fact the Bank shall communicate to the Customer using the Statement of Account.

In case of international payment transactions, the Bank shall transfer the full amount of the payment transaction, without deducting any fee, to the first bank involved in the intermediation and/or execution of the payment order.

When executing international payment transactions, the Bank reserves the right to charge to the Customer the costs actually incurred by the foreign and Serbian banks involved in the following cases:

- If the data stated on the payment order are incomplete or deficient (NON-STP expenses)
- If the Customer has instructed the Bank to execute an international payment without specifying the IBAN and the relevant BIC of the payment account in the other country,
- The expenses incurred by the foreign bank, if the chosen option in the international payment order is for all costs to be transferred to the ordering party (OUR)
- When international payment orders are received through an intermediary bank, except where the intermediary bank has collected its fee by deducting it from the amount of the payment transaction
- If there are any inquiries or complaints to foreign or Serbian banks at the orders of the Customer/pPyer
- If foreign banks make any inquiries in connection with the implementation of anti-money laundering and counter-financing of terrorism measures.

XI EXCHANGE RATE

Article 37

Execution of payment transactions which require currency conversion shall be based on exchange rates within the range between the buying rate and the selling rate stated in the applicable exchange rate list of the Bank, which is posted on the Bank's website.

In the conversion between different foreign currencies and the national currency:

- The buying rate shall be applied if a foreign currency is converted into national currency, on the basis of the Customer's written request for buying foreign exchange cash from the current account denominated in foreign exchange and crediting its dinar equivalent to the dinar-denominated current account. When foreign exchange is converted into dinars, the Bank shall apply either its buying rate for the relevant currency applicable at the time of conversion or an agreed exchange rate based on a quotation made by the Bank;
- The selling rate quoted in the exchange rate list shall be applied if national currency is converted into a foreign currency, on the basis of the Customer's written request for buying foreign exchange cash. conversion of dinars to foreign exchange shall be done at the Bank's selling rate for the relevant currency applicable at the time of conversion or an agreed exchange rate based on a quotation made by the Bank,
- Both the buying rate and the selling rate quoted in the exchange rate list shall be applied if one foreign currency is used to buy another foreign currency,
- The buying rate quoted in the Bank's applicable exchange rate list if a foreign currency is converted into national currency in a forcible collection procedure.

XII PROVISION OF INFORMATION TO THE CUSTOMER; MANNER AND MEANS OF COMMUNICATION

Provision of Information to the Customer before and after Execution of a Payment Transaction

Article 38

Before executing an individual payment transaction pursuant to a payment order, at the Customer's written request, the Bank shall provide the Customer with information on the time limit for execution of that payment transaction and any fees that would be collected for its execution in accordance with the Time Schedule and the Fee Rate Schedule.

After executing an individual payment transaction, once the Customer's current account has been debited or credited, the Bank shall provide the Customer with information on the reference number of each individual transaction, the



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amount and currency of each individual transaction, the amount of any fees charged for each individual payment transaction or the type and amount of each individual fee included in the cumulative fee, the exchange rate used in currency conversion if any currency conversion has been made and the amount of the payment transaction after such conversion has been made, as well as the value date of the debit or credit of the Customer's current account, or the date of receipt, once the Customer's current account has been debited or credited. The Bank shall provide the above information, as well as any other details of changes and balance of the Customer's account, through Statements or other documents, within the periods and in the manner provided for by the Agreement.

Article 39

The Customer shall receive a Statement with all changes on the account and the final balance on the following day and not later than two days after a change has occurred on the account, in the manner specified by the Customer in the Account Opening Request or in any additional requests. The Customer shall examine carefully the Statement of Balance and Changes on his account and shall notify the Bank of any identified divergences without delay.

The Bank send the Statement of Balance and Changes on the Account to the Customer using the agreed means, including: by e-mail, by e-banking services, in hard copy at the local office which manages the Customer's business or via the SWIFT network to an address specified by the Customer in the relevant request.

The Bank shall inform the Customer of any inflows on his foreign exchange account using one of the means agreed with the Customer, including: by e-mail, by e-banking services or to a fax number given to the Bank by the Customer.

The Bank may also inform the Customer by sending an SMS to the phone number registered for the SMS service in connection with any of the following regarding his dinar-denominated current account: balance of the account, at the Customer's request, blocking and unblocking of the account and any inflows in excess of a specified threshold.

The Bank shall also use Statements to provide the Customer with any other notices in cases where this is provided for by the Agreement and these General Terms and Conditions or when it is necessary to inform the Customer of any circumstance relevant for transactions conducted on the Account.

XIII RIGHT TO OBJECTION AND COMPLAINT

Article 40

The Customer shall be entitled to file an objection if he believes the Bank has violated any laws or other regulations, these General Terms and Conditions, the Framework Agreement or good business practices.

An objection must be filed in writing within 3 years of the date when the alleged violation of a right or interest occurred. After this period, the Bank shall have no duty to take any objection into consideration, but it may examine and/or accept an objection if it finds it to have merit.

The Customer may file an objection in person in the Bank's offices, by mail, by e-mail to kontakt.centar@kombank.com or posta@kombank.com or on the Bank's website under the section "Contact Centre".

An objection should contain information which enables unambiguous identification of the relationship between the Customer and the Bank to which the objection refers (e.g. number of the current account, card etc.) and should state the reasons for the objection.

The Bank shall examine any such objection and shall reply to the Customer in writing within 15 days of receipt of the objection. By way of exception, if the Bank is unable to reply within the above period due to objective reasons beyond its control, this period may be extended for a maximum of 15 more days. The Customer shall be informed of such reasons and the deadline for reply in writing within 15 days of receipt of the objection.

If the Customer is not satisfied with the reply to his objection or if he received no reply within the statutory period, before filing a lawsuit, he shall be entitled to file a complaint in writing with the National Bank of Serbia within 6 months of receipt of a reply or expiry of the period in which he should have received a reply.



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Together with a complaint filed with the National Bank of Serbia, the Customer should provide the Bank's reply (if given) and the documentation on the basis of which the merits of the complaint can be reviewed.

In addition to the right to objection and complaint, the Customer shall also have the right to initiate a mediation procedure with a view to obtaining out-of-court settlement. The mediation procedure may be initiated upon receipt of the Bank's reply to a complaint or upon expiry of the period in which such reply should have been given, as well as during or after the complaint review procedure before the National Bank of Serbia.

Protection of the Customer shall be governed *mutatis mutandis* by the provisions of the Law on Protection of Financial Service Customers.

XIV CONFIDENTIALITY OF INFORMATION ON PAYMENT SERVICES AND PERSONAL DATA PROTECTION

Article 41

Handling of any information obtained during the provision of payment services by the Bank and any personal data processing by the Bank shall be subject to legislation governing trade and banking secrets and personal data protection, as well as the General Operating Terms and Conditions of Komercijalna banka AD Beograd.

XV AMENDMENTS AND MODIFICATIONS OF THE FRAMEWORK AGREEMENT

Article 42

If the Bank intends to amend or modify the provisions of the Framework Agreement, it shall send a proposal of such amendments and modifications (hereinafter referred to as "the Proposal") to the Customer not later than 2 (two) months before their proposed effective date. The Proposal shall be sent to the Customer in writing using the agreed means of communication.

If the Customer does not inform the Bank in writing of his disagreement with the Proposal before the effective date of the proposed amendments and modifications stated in the Proposal, it shall be deemed that he has accepted the Proposal and the proposed amendments and modifications shall apply to the contractual relationship without explicit approval by the Customer.

If the Customer does not agree with the proposed amendments and/or modifications of the Framework Agreement, he shall be entitled to terminate the Framework Agreement without charge. The Customer must give the Bank written notice of termination before the effective date of the proposed amendments and modifications and must settle any outstanding debt owed to the Bank before the date of closing of the Account.

XVI TERMINATION OF CONTRACTUAL RELATIONSHIP

Article 43

The contractual relationship between the Customer and the Bank shall be terminated if:

- The Agreement is terminated,
- The Customer winds up his operations,
- A competent authority passes a decision to that effect under applicable laws and other regulations,
- The Framework Agreement is declared null and void.

Termination by the Customer

Article 44

The Customer shall be entitled to unilaterally terminate the Framework Agreement at any time with one month's notice.

The notice period shall commence on the date of receipt of the Customer's Request for Closing of the Account with the Bank. The Request shall be filed in writing and must be signed by the Customer's authorised representative. In the



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Request the Customer shall state the number of the current account to which the Bank is to transfer the remaining balance of the closed account once it has collected any debt still owed to it by the Customer.

The Customer shall also be entitled to demand termination of the Framework Agreement without notice if the Bank does not perform its obligations under the Framework Agreement.

The Bank has a discretionary right to terminate, at the Customer's request, the Framework Agreement, even before the expiration of the deadline from Paragraph 1 of this Article, on condition that the Customer does not have liabilities for the Account and does not have in its possession the equipment owned by the Bank i.e. that the Customer has not entered into an agreement on issue and use of a payment instrument.

The Bank shall not accept a request for closing of the account if:

- the Customer's account is blocked or if a forcible collection procedure has been initiated,
- a direct debit authorisation has been issued by the Customer for that specific account, has been verified by the Bank and the due date of the last liability has not expired.

Termination by the Bank

Article 45

The Bank shall be entitled to unilaterally terminate the Framework Agreement at any time with 2 (two) month's notice if the Customer violates the Framework Agreement, as well as in other cases provided for by applicable laws and other regulations the Bank.

The Bank shall also be entitled to close the Account if the Customer has not executed any payment transactions through the current account for more than 12 months or has no turnover other than inflow from borrowing interest. The notice period shall commence on the date of sending of a written notice of termination by registered mail to the last known reported address of the Customer, or on the date of sending of a written notice by e-mail if such mode of communication is agreed.

The Bank assumes no legal or material liability for any damage the Customer may incur because he has not receive a notice or communication sent by the Bank to the last known address communicated by the Customer to the Bank.

Article 46

The Bank shall be entitled to terminate the Framework Agreement without notice if the Customer:

- Violates laws and other regulations,
- Fails to comply with the duty to provide information on status-related or other changes,
- Fails to provide, at the Bank's request, any data and documentation required for Know-Your-Client activities and measures under the anti-money laundering and counter-financing of terrorism law or if he provided inaccurate or incorrect data relevant for proper and lawful provision of the service to the Bank when opening the account.

In the cases referred to in this Article, the Framework Agreement shall be terminated on the date of sending of a written notice of termination by registered mail to the last known reported address of the Customer, or on the date of sending of a written notice by e-mail if such mode of communication is agreed.

The Bank shall transfer the balance of a closed account to the account of unused funds until it receives further instructions concerning the account to which such funds are to be transferred.

Responsibilities of the Customer and the Bank in the Event of Termination

Article 47

By the expiry of the notice period, or on the termination date, as the case may be, the Customer shall pay to the Bank all liabilities owed for the account, pay the fee for the services provided by the date of closing of the account and return



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any equipment owned by the Bank he received in accordance with the agreement on issuing and use of a payment instrument.

If the Customer fails to pay all liabilities owed for the Account by the date of its closing, the Bank shall seek compensation in a lawsuit.

Court jurisdiction shall be determined by the Agreement.

Upon expiration of the notice period, the Framework Agreement shall be terminated and the Bank shall close the account.

Termination of the Framework Agreement

Article 48

The Framework Agreement shall be deemed to have been terminated if the current account opening and maintenance agreement has been terminated, in which case any agreements on issuing and use of payment instruments shall also be terminated.

The Framework Agreement shall not be deemed to have been terminated if only one or more agreements on issuing and use of payment instruments have been terminated.

If the Customer holds multiple accounts with the Bank, the Framework Agreement shall remain in force until the termination of the last account opening and maintenance agreement incorporated in the Framework Agreement.

In the event of termination of one or more current account opening and maintenance agreements, relevant agreements on issuing and use of payment instruments used for initiating payment transactions which are executed through the closed current account shall also be terminated.

Article 49

The Framework Agreement shall also be terminated if it is declared null and void.

The Customer shall be entitled to seek annulment of any provisions of the Framework Agreement that are contrary to the information provided to him before the execution of the Framework Agreement or any provisions that contain information which have not previously been presented to the Customer.

Article 50

The Customer's account shall be closed regardless of the will of the Customer and the Bank if the Customer is deleted from a relevant register, pursuant to a decision of a court or other competent government authority or in cases where this is provided by laws and other regulations.

XVII CLOSING PROVISIONS

Article 51

These General Terms and Conditions shall be effective as from 1 October 2015 and shall be incorporated by reference in all framework agreements on the provision of payment services to entrepreneurs executed after its effective date.

Article 52

These General Terms and Conditions shall also apply to existing contractual relationships for the provision of payment services to entrepreneurs who hold dinar-denominated and/or foreign exchange accounts and who use e-banking



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services, under applicable agreements executed with the Bank before the effective date of these General Terms and Conditions.

In addition to these General Terms and Conditions, the agreements referred to in the foregoing paragraph shall also be subject to the applicable Fee Rate Schedule, the Time Schedule and the Extract from the Bank's Interest Rate Breakdown for Entrepreneurs.

If the provisions of any existing agreements are contrary to these General Terms and Conditions and the Law on Payment Services, the relevant provisions of these General Terms and Conditions and the said Law shall apply.

These General Terms and Conditions shall be incorporated by reference in the framework agreements with delayed effectiveness which are entered into with the Customers who open a current account with the Bank or become users of e-banking services within one month before the effective date of the General Terms and Conditions.

Article 53

Any amendments and modifications to these General Terms and Conditions shall be governed by the provisions pertaining to amendments and modifications of the Framework Agreement contained in Article 42 of these General Terms and Conditions.

Any issues not specifically provided for by these General Terms and Conditions and framework agreements on payment services shall be governed by the Law on Payment Services, the Law on Protection of Financial Service Customers, the Law on Foreign Exchange Operations, the Law on Contracts and Torts, the Anti-money Laundering and Counter-Financing of Terrorism Law, the Law on Personal Data Protection and other laws and regulations of the Republic of Serbia.

If new legislation is enacted or if the laws and implementing regulations applicable to the provision of payment services are amended and/or modified, they shall be directly applicable to the agreed rights and responsibilities of the Bank and the Customer until the passing of relevant amendments and modifications to these General Terms and Conditions.

Article 54

The General Terms and Conditions of Payment Services are part of the General Operating Terms and Conditions of Komercijalna banka AD Beograd and payment service customers shall receive relevant extracts from them according to the type of customer and the payment service chosen by the customer.

The Bank shall make the General Operating Terms of Komercijalna banka AD Beograd available to the Customer in writing in all local offices of the Bank and on the Bank's website at <http://www.kombank.com>.

