

ERSTE BANK A.D. NOVI SAD
BOARD DIRECTORS
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GENERAL TERMS AND CONDITIONS OF PAYMENT SERVICE PROVISION TO CORPORATE CLIENTS

I. INTRODUCTORY PROVISIONS

Article 1

The General Terms and Conditions of Payment Service Execution (hereinafter: General Terms and Conditions) for corporate payment service consumers (hereinafter: Consumer), Erste Bank a.d. Novi Sad (hereinafter Bank) shall, as the payment service provider set out the mutual rights and obligations relating to payment service execution in accordance with the Law on Payment Services (Official Gazette no. 139/ 2014 and 139/2014) and the accompanying by-laws.

Terms

Article 2

- 1) payment transaction means an act, initiated by the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;
- 2) payment order means any instruction by a payer or payee to its payment service provider requesting the execution of a payment transaction;
Payment order means order in hard copy issued by the consumer at the Bank business units, verbal order approved by the Bank for individual Users as the method of issuance, e-order electronically issued by user to the Bank in the manner approved by the Bank (e-mail, fax), and order issued using the Bank application for Internet payments the so-called e-banking and an order issued using the Bank application for m-banking;
- 3) e-payment order means electronic message containing instruction which is electronically generated, sent, verified, received, processed, and stored;
- 4) payment account means account used for executing payment transactions, maintained by payment service provider; Payment account may be current or other payment account;
- 5) current account is payment account maintained with the Bank, used for executing payment transactions and for other purposes relating to services provided by banks to payment service users.
- 6) payment instrument means any personalised device and/or a set of procedures agreed between the payment service user and the payment service provider and used by the payment service user in order to issue a payment order;
- 7) payment service user means a natural or legal person that uses or was using a payment service in the capacity of a payer and/or payee or has addressed the payment service provider in order to make use of such services;
- 8) payer means a natural or legal person that issues a payment order from its payment account or gives consent to execute a payment transaction based on the

payment order issued by a payee, or, if there is no payment account, a natural or legal person that issues a payment order;

9) payee means a natural or legal person designated as the recipient of funds subject to a payment transaction;

10) business day means a day, namely part of the day in which the relevant payment service provider of the payer or of the payee involved in the execution of a payment transaction is open for business as required for the execution of a payment transaction to its payment service user;

11) credit transfer means a payment service where the payer instructs the payment service provider to initiate the execution of one or more payment transactions, including the issuing of a standing order and credit instant transfer;

12) credit instant transfer is a domestic payment transaction in RSD which may be initiated by a payer at any time of day, every day in year, and the transfer is executed instantly or almost instantly through the National Bank of Serbia IPS payment system.

13) direct debit means a payment service where a payee, based on the payer's consent, initiates a payment transaction to debit the payer's payment account. The payer may give such consent to the payee, its payment service provider or payee's payment service provider.

14) standing order means an instruction given by the payer to the payment service provider which holds the payer's payment account to execute credit transfers at regular intervals or on predetermined dates;

15) value date means a reference date, that is, reference time used by a payment service provider for the calculation of interest on funds debited from or credited to a payment account;

16) reference exchange rate means the exchange rate which is used as the basis to calculate any currency exchange which is made available by the payment service provider or comes from a publicly available source;

17) reference interest rate means the interest rate which is used as the basis for calculating interest which is publicly available, and is determined independently of the unilateral will of the payment service provider and the user which have entered into a payment service agreement;

18) unique identifier means a combination of letters, numbers and/or symbols specified to the payment service user by the payment service provider to be used in a payment transaction to identify unambiguously the respective payment service user and/or its payment account;

19) domestic payment transaction means a payment transaction in which the payer's payment service provider and payee's payment service provider provide the service within the territory of the Republic of Serbia;

20) payment system means a system for the transfer of funds between its participants with written and standardised procedures and rules for the processing, netting, and/or settlement of transfer orders, applied to all participants in the system.

21) NBS IPS system means a system the operator of which is the National Bank of Serbia which enables the payment service providers to execute single instant credit transfers (instant payments) 24 hours a day, seven days in week, 365 days in year (24/7/365) almost instantly, i.e. within only a few seconds.

22) corporate entities - legal entities, authorities, and organisations of government, government administration authorities, local government units, associations, and societies (sport, culture, charity, etc.), and other legal entities.

23) Bank acts - in sense of the provisions of the General Terms of Business mean any documents and decisions which are, according to prescribed procedure, passed by the Bank authorised bodies and available to the User through individual Distribution Channels, governing the rights, authorisations, and obligations of the User, User's Representative, and any other persons assuming the rights and obligations for the User to the Bank as well as of the Bank itself (for example: General Terms of Business of the Bank, Price Lists, decisions on fees, etc.)

24) Distribution Channels - mean any methods and means through which access, agreement, and use of the Bank product or service are possible. Within the wording of the General Terms, the term "distribution channel" may mean one of the following: Bank business unit (branch, sub-branch, teller desk), Internet presentation of the Bank <http://www.erstebank.rs> (hereinafter: web page), Internet banking, telebanking, ATMs, and other determined by the Bank to be a distribution channel for specific product or service.

25) Account - means any current and other payment account opened at the Bank, used for the execution of payment transactions in local and foreign currency as well as for other purposes relating to payment transaction services.

26) payment account change means a service provided by the payment service provider to the User, in accordance with the Law on Payment Services.

II PAYMENT SERVICES

Article 3

The Bank shall execute the following payment services:

- 1) services of account opening and maintaining and closing
- 2) services ensuring incoming payment of cash on payment account, services necessary for such account opening, maintaining, and closing;
- 3) services ensuring outgoing payment of cash on payment account, as well as any services necessary for such account opening, maintaining, and closing;
- 4) fund transfers from/to a payment account, in one of the following ways:
 - (1) credit transfers,
 - (2) direct debit, including one-off direct debit,
 - (3) using a payment card or similar means;
- 5) execution of payment transactions where funds are covered by a credit line for a payment service user, in one of the following ways:
 - (1) credit transfers,
 - (2) direct debit, including one-off direct debit,
 - (3) using payment card or similar means;
- 6) issuing and/or acquiring payment instruments where the payment service provider enables to the payee the execution of payment transactions initiated by the payer by using a specific payment instrument;

Account Opening and Maintaining

Article 4

The Bank shall open a payment account based on filled-in Account Opening Application, Statement on Ownership, and the documentation from the List of Necessary Documentation for Account Opening, as well as other documentation for which the conclusion is made by the Bank in the process of documentation collection that it is necessary for the identification of the User and the User's beneficial owner.

In the event the User fails to provide the data which would enable the Bank to implement analysis of the User in accordance with the provisions of the Law on the Prevention of Money Laundering and Terrorism Finance, the Bank will not establish business relation, i.e. it will terminate already existing business relation.

Documentation provided by the client to the Bank in a foreign language will, upon the request by the Bank, be provided in the certified translation into the Serbian language. Documentation shall be provided in writing (original, copy, or certified copy) according to the specification from the List of Necessary Documentation received upon request together with Account Opening Application and it may be overtaken at all of the Bank sales units as well as in the Bank Internet presentation.

When opening current account, the Bank shall provide the User with the data on the number of account serving as unique identification designation of the User in payment transactions, which is to be stated when executing payment services.

Opened account shall be reported to the National Bank of Serbia in the account register.

The Bank shall reserve the right to reject an Application, whereby the Bank shall not have an obligation to explain its decision to the Applicant.

The Bank shall enable the User opening a payment account with a new payment service provider the change in the payment account in the same currency, solely based on the authorisation by the User provided in writing to the new service provider provided that the User has no outstanding liabilities under such account and that other conditions prescribed in the Law on Payment Services are fulfilled. The Bank shall be entitled to charge the fee for such service, in accordance with the Law.

Article 5

The first business relation of the Bank and the User shall be exclusively established in personal contact of the Bank personnel and representative or other persons of the User authorised for such operations.

The User shall state data on the person who will, on behalf of and for the account of the User, be an authorised person to physically bring orders, when orders are issued by the User in hard copy.

The Bank shall be entitled to, upon bringing order, identify a person and reject order execution in the event that an order provider is the person not stated as such by the User. In this manner, the Bank shall prevent any fraud and order execution not approved by the User.

For persons having authorisation to use e-bank and m-bank services, the User shall provide the Bank with the data on the persons who are so authorised in accordance with the rules of e-bank and m-bank use.

Data of Users Significant for Safe Payment Service Execution

Article 6

Data of users significant for safe payment service execution shall include:

- data on legal representative
- data on the persons authorised for the disposal of funds on the user's accounts
- data on the persons authorised for issuing electronic payment orders
- address as well as other contact data of the User
- appointment of proxy holder, procurator, or other person for temporary or restricted representation
- other data registered with the Agency for Business Registers (ABR)
- any change in the above-mentioned data.

Any data relating to private individuals shall be reported by the User by presenting valid identification document and copy of such personal document for the Bank records (for legal representative, procurator, authorised person, and other proxy holder). Reporting shall also imply providing signatures of the private individuals authorised for the disposal of funds from the account as well as representative and procurator, whereby the presence of the above-mentioned person shall be obligatory in the Bank premises for the purpose of identification and taking of any necessary data.

Article 7

The User shall register any persons and restrictions of such persons for the disposal of funds on accounts.

In the event the Bank enables the User to issue orders in writing or electronically, the persons of the User holding such authorisations must also be reported.

If, during the contractual relation, any change in the authorisation or restriction for the disposal of monetary funds, agreement, or other restrictions in legal transactions occur, the User shall report them to the Bank without any delay.

Article 8

The User shall report the address of its head office, and if such address differs from the address for the delivery of notifications by mail, the User shall report the address for the notification delivery which must include mailing address and, if available, electronic i.e. e-mail address, as well as contact telephones and contact persons.

The Bank will define the methods and deadlines of the delivery of regular notifications, such as account balance statements, order execution notification, etc. and it shall be deemed that it has fulfilled its obligation of notification when notifications are delivered to the User's contact address, mailing or electronic, provided in the Account Opening Application.

In cases of registered electronic address, the Bank will deliver notifications only electronically unless otherwise defined in the agreement.

General notifications relating to the contractual relation of the User and the Bank shall also be delivered by the Bank to the User to the registered contact addresses as well as, obligatory, to the address of the office registered at the ABR.

Article 9

Reporting of any changes shall be made by the User to the Bank on form: Data Change Request. For the purpose of the efficiency of change reporting, the Bank shall also temporarily accept electronically delivered report of data change and it shall only consider it as warning for the non-execution of orders or other requests of the User until reporting is personally made in the prescribed form and by filing documentation evidencing reported change. Data Change Request may be downloaded by the User from the web pages and at the points of sale of the Bank.

The User shall ensure to fill in and provide the respective request to the Bank in the event of the change of: any data registered with the Agency for Business Registers, any data relating to ownership structure change, any data relating to the change of personal data of persons authorised for signing and disposal of funds on account, any changes of authorised persons, as well as any changes relating to the authorisations provided to special persons by the representative.

Timely reporting of change means reporting of change immediately upon a change occurrence, without any delay and/or within 3 days from change occurrence and/or registration at the ABR or other official register.

Article 10

The Bank shall not be liable and shall not bear any damage of the User arising due to the User's failure to report, in an accurate and timely manner, any data relating to private individuals having any authorisations with the User, which may impact the execution of payment services and, in general, any funds of the User held with the Bank.

It shall be deemed that the Bank has performed the obligation of the delivery of any notifications to the User based on the registered or reported mailing address or e-mail address and it will not be liable for any damage arisen with the User due to the failure of reporting address change.

The Bank shall be entitled to refuse services to the User and block the User's account in the event it is aware of the changes defined in Art. from 6 to 9 which have not been reported to the Bank by the User.

The User shall be liable for any failures or damage which may arise due to the non-compliance with the obligation of the submission of data on arisen changes, as well as due to the failure to be in compliance with the obligation of providing any other data required by the Bank.

The User shall immediately and obligatorily notify the Bank on any unauthorised use of payment services (unauthorised order issuance, internal forgeries, signature misuse, etc.) and on any other form of security breach found out by the User.

The User shall be liable to the Bank for any damage which would arise due to unauthorised and incorrect use of a service by the User.

The Bank shall be entitled to stop to execute payment services to the User as well as to block the User's account in the event it is aware of any unauthorised use of services or any other form of security breach.

III PAYMENT SERVICE PROVISION

Payment Order Issuance Method

Article 11

The Bank shall receive payment orders through its distribution channels, in accordance with the provisions of account opening and maintaining agreement and the provisions of special service agreements (Netbanking/Office banking/Novoklik/Erste eBiz, Erste mBiz, payment cards) provided by the Bank relating to such accounts.

Order may be received at the Bank:

- by personal submission at the Bank branch, in writing;
- electronically using Netbanking/Novoklik/Officebanking/Erste eBiz, and Erste mBiz application;
- by e-mail or fax to particular Users

or

- indirectly through a payee (direct debit, submission of bill of exchange for collection, payment card use)

The Bank shall enable the User to submit payment order and processing of payment order by direct submission for execution at teller desk, whereas in the event of the submission of cashless payment orders, submission shall also be possible at specific marked location within sales units.

The Bank shall, based on its operation experience, enable particular Users to electronically submit orders (by e-mail or fax) to specifically provided E-mail addresses of the Bank and/or fax numbers. In the event of such method of order submission, the Bank shall be entitled not to execute them in the event of even the slightest suspicion of the accuracy and authenticity of order as well as to revoke such option at any time.

The User may conclude e-banking and m-banking services with the Bank, which are the Bank applications enabling the User to examine its account balance and initiate payment transactions.

Electronic payment order issued within Erste Netbanking/Officebanking/Novoklik/Erste eBiz, and Erste mBiz application shall have the force of signed order.

Rules of Order Submission and Fill-in are provided at the Bank sales units as well as in these General Terms, which the User shall be in compliance with.

Order Receipt Time

Article 12

The time for payment order receipt shall be the moment when the Bank directly receives an order from the User unless different agreement is made, or indirectly through payee.

The payment orders in writing, in the amount up to RSD 300,000, indicated by the User when the order is filled in as an instant payment (urgent) will be, in the event such order is received during business day, executed by the Bank instantly or almost instantly.

The date when the Bank indirectly receives payment order or when it is received through the payee shall be deemed the date of the initiation of payment transaction execution and execution condition verification.

If the payment service User and the Bank determine that payment order execution is to begin on certain date or on the date at the end of certain period or on the date when the User makes monetary funds available to its payment service provider - it shall be deemed that payment order is received on such determined date. Unless such date is business day of payment service provider, it shall be deemed that order is received on the next business day of such provider.

The payment orders in the amount up to RSD 300,000, initiated electronically through Netbanking/Officebanking/Novoklik/Erste eBiz, and Erste mBiz, for which the client has, when the order is filled in, selected the instant payment (urgent) option, will be, in the event such orders are issued, executed by the Bank instantly or almost instantly at any time of the day during every day in year.

For payment transactions initiated using a card after the User has given its consent for payment transaction execution and the Bank has implemented authentication procedure, the time of receipt shall be the time when the Bank receives order for debiting the User's account from payee's payment service provider.

Unless payment order receipt time is business day of the Bank and/or if the Bank has received order after particular deadline for payment order receipt in accordance with Cut-off Times, it shall be deemed that such order is received on the next business day, save in the event of the instant payment when the rules for order execution apply based on the Cut-off Times for such payment type.

Article 13

Orders processed in the manner provided for in Article 12 shall include:

- all internal orders (when order issuer and recipient hold accounts at the Bank),
- external orders (when order recipient holds account at other Bank) up to the amount of RSD 300,000.00.
- external orders designated as urgent (when order recipient holds account at other Bank) up to the amount of RSD 300,000.00.

Orders shall be provided in prescribed form, including obligatory documentation, if such documentation is set out in the regulations as obligatory in addition to the order, compiled by the sequence of time of execution determined by the User.

The User may submit order at any business unit of the Bank where payment services are executed.

In the event of change of a person in signature specimen, payment services may be executed only upon the submission of new signature specimen to the Bank.

Article 14

Orders must be filled in a legible, clear, and unambiguous manner. Any data required in order form must be filled in in such manner to state execution date and include obligatory signatures of the persons authorised for signing order.

Signatures on Order must be identical to signatures in signature specimen. If the User wants to use the stamp in the operation with the Bank, it must be separated from signature in respective Order, i.e. stamp imprint must not be put over signature.

Payment code must be input in accordance with payment code list in such manner that the code corresponds to payment nature.

Payment in accordance with model 97 shall be input only if such model has been predetermined by payee.

The User shall ensure to accurately sum up collective orders. Payee's account must be completed in a legible and accurate manner.

The User shall be responsible for the accuracy and completeness of data in Order even in cases if it requires the Bank to fill in order in accordance with the User's instructions.

Consent for Payment Transaction

Article 15

Payment transaction shall be deemed authorised if the payer has given its consent to the execution of payment transaction or if the payer has given the consent for the execution of a series of payment transactions such payment transaction is part of.

Method of giving consent to payment transaction execution shall depend on payment instrument and order receipt channel.

The User shall give the consent for the execution of payment transaction initiated:

- at the Bank branches - by signing payment order,
- through e-banking and m-banking using password, user name, and TAN table, token, smart card, or other security designation, final transaction verification in the manner defined in application for such service
- by payment card, providing card to merchant and inputting PIN in POS device or by signing slip generated from POS device, placing card near contactless device, inserting card in ATM and inputting PIN in ATM, inputting data on payment card, validity period, and security code when trading through the Internet, inserting or placing card near self-service device and/or using card in the manner in which self-service device requires authorisation.
- if the User has agreed and signed Application Form/Agreement for the execution of single and/or a series of payment transactions with the Bank or payee (standing order and direct debit).

Order Execution

Article 16

The Bank will execute payment order if the following conditions are met:

- if order is accurate and/or contains minimum data necessary for the execution thereof,
- if there is a cover on account for the payment of total amount from order or if the User executing incoming payment to the current account provides the Bank with the cash in the amount necessary for order execution,
- if consent is granted for payment order as agreed.

The Bank shall determine the fulfilment of conditions for order execution at the time of receiving order.

If execution date in order is determined in advance, the Bank shall verify conditions for payment order execution at particular date of execution.

If the Bank executes payment order in accordance with the above-mentioned unique identification, it shall be deemed that the payment order has been duly executed relating to payee's designation irrespective of other data provided to payment service provider.

If the User provides the Bank with an incorrect unique identification or otherwise inaccurate or incorrect important part of payment order, the Bank shall not be liable to the User for non-executed or incorrectly executed payment transaction.

If unique identifier is stated in payment order without any other prescribed data, or if other stated data do not match the unique identifier, the Bank will execute the order in accordance with the unique identifier if other conditions for the execution thereof are met.

Article 17

Payment order may be incoming, outgoing, and transfer payment order. The Bank shall execute orders if all of the conditions required in Article from 11 to 16, in accordance with the time of receipt, are met, if cover is provided for the execution thereof on the User's account, and unless there are any legal obstacles for order execution.

Order execution time shall be set in accordance with RTGS cut-off times and the National Bank of Serbia Clearing System.

The orders shall be executed by the Bank on the same business day, as follows:

- for all external orders provided until 4 p.m.
- for all internal orders provided until 6 p.m.

In the event of domestic payment transaction up to 300,000 thousand dinars initiated as an instant credit transfer, the Bank shall ensure that the transaction amount is instantly or almost instantly credited on the account of the payee's payment service provider, following the receipt of such an order.

The User shall be liable for the accuracy of all data in Order and bear the risk of the input of incorrect data and any fraud. Any damage arising from the non-compliance with this provision shall be borne by the User.

The Bank shall not be liable in the event when Order is rejected in payment system or when it is not possible to execute it in a correct and timely manner due to the User's error.

Any orders in the amount exceeding the amount set out in the Law on the Prevention of Money Laundering and Terrorism Finance must be provided together with the documentation confirming payment grounds. Original documentation shall be presented to the Bank, and the Bank shall keep documentation copy.

Orders in which the User requires payments for which obligatory submission of documentation is prescribed as the evidence and/or grounds relating to transaction shall solely be executed by the Bank if prescribed documentation is presented and if such documentation corresponds to the payment nature referred in the order.

Article 18

If, at the time of order execution, there are no monetary funds on the User's account or monetary funds are insufficient for order execution, the Bank shall endeavour to execute such order within next 3 days, and unless the execution is possible within such period due to lack of funds, the order will be automatically deleted from the execution records upon the expiry of the third business day. The User shall not be notified by the Bank on the deletion of the order from records due to the reasons referred in this Article. In cases of instant credit transfer, the special rules shall apply, in accordance with the National Bank of Serbia by-law.

In case the User issues several orders for which there are no sufficient funds on the User's account in aggregate, unless it has been specifically emphasised by the User (urgent or priority orders), the Bank will execute such orders in accordance with the sequence determined by the User in accordance with paragraph 2 Article 13 until the funds on the User's account are utilised. Any remaining non-executed orders shall be treated in accordance with the above paragraph.

Order Rejection

Article 19

The Bank shall reject the execution of any order which is not provided and completed in accordance with the General Terms and Order Provision and Completion Rules.

If, in the procedure of order processing, it is determined by the Bank that an order has been incorrectly completed or that execution is not possible due to blocking, the Bank shall immediately notify the User thereof.

In the event of instant transfer order, the Bank shall be entitled to reject such an order if it receives a notification from the IPS system operator on the rejection of the execution of such an order due to the failure to fulfil the conditions for the execution of such transfer, set out in the rules of such system. The Bank will not execute instant payment order in the event the payee's payment service provider is not a participant in the IPS system, on which the User will be notified.

The User shall also be notified by the Bank on rejection and, if possible, on the reasons of rejection and procedures for correcting the errors resulting in the rejection unless such notification is prohibited in regulation.

If the User fails to respond when it is notified by the Bank on incorrect order or fails to provide new corrected order within 3 days, such order will be automatically deleted from the execution records.

If payment order is rejected by the Bank, it shall be deemed that payment order has not been received.

Payment Order Recall

Article 20

The Payer may recall payment order - by providing the Bank with request for recall in writing or electronically depending on the method of the issuance of payment orders, at the time and in the manner which ensure the initiation such recall prior to the execution of the instructions contained in such order provided that the Bank has not executed such payment order.

When the Payer has specifically agreed the beginning of order execution with the Bank, the order may be recalled no later than the closing time for order execution on the business day preceding the day agreed as the beginning of order execution and/or until the time of forwarding order to clearing.

If transaction is initiated by the payee using direct debit, the payer may recall such order no later than the end of the business day preceding the date set out for debiting payer's account.

For payment transactions initiated by payment card, the payer may not recall payment order upon transaction authorisation and/or upon inputting PIN, thereby, approving transaction.

If the user recalls an order upon the expiry of the deadlines referred in paragraph 1-3 of this Article, the Bank may take reasonable actions to prevent the order execution while being in compliance with the applicable regulations and professional rules.

Recall of order upon the expiry of the deadlines referred in paragraph 1-3 of this Article may be charged by the Bank, in accordance with the Price List.

Upon the expiry of recall deadline, payment service user may recall payment order only based on agreement with the Bank. If payment transaction is initiated by the payee or payer through payee, payment order recall upon the expiry of the deadlines referred in paragraphs 1-3 of this Article may not be executed without the payee's consent.

Notification of the User on Payment Transactions

Article 21

The Bank shall be bound to, upon the User's request, issue confirmation on order receipt as well as the confirmation of the order execution.

This request must be sent by the User to the Bank upon the order presentation. For the issuance of this confirmation, the fee provided for in the Bank acts shall be charged by the Bank, confirmation shall be issued immediately upon the order execution, but no later than next day.

The User shall be provided with report by the Bank on any changes on account, in the manner in which the User has notified the Bank in Account Opening Application or in the manner in which it has subsequently notified the Bank, upon any change on account no later than two days upon executed change.

Statement on changes on account shall visibly present all of executed and non-executed orders.

Liability for Non-approved Payment Transaction

Article 22

The Bank shall be liable for the execution of payment transaction for which there is no consent by the payer given in accordance with the General Terms.

If the payment service user denies that the consent has been given to execute the payment transaction or claims that the payment transaction has not been duly or timely executed, and the Bank fails to prove that the payment transaction authentication has been implemented and that the payment transaction has been incorrectly recorded and posted, the Bank will return the amount of such transaction to the payer i.e. it will return the payer's payment account to the balance in which it would have been unless the non-approved payment transaction has been executed, and return the amount of all fees charged to the payer, i.e. pay the amount of any fees the payer would be entitled to unless the non-approved payment transaction has been executed.

Liability for Non-executed or Incorrectly Executed Payment Transaction Initiated by Payer

Article 23

If payment transaction is initiated by the payer, the Bank shall, as the payer's payment service provider, be liable to the payer for the correct execution thereof up to the payee's payment service provider.

If the Bank is, as the payer's payment service provider, liable for a non-executed or incorrectly executed payment transaction, it shall, immediately upon becoming aware thereof, return the amount of the non-executed or incorrectly executed payment transaction to the payer, i.e. return the payer's payment account to the balance it would have been in unless the incorrect payment transaction has been executed, except if the payment service user has requested correct payment transaction execution.

If the Bank provides the evidence to the payer, and, as necessary, to the payee's payment service provider, that the account of the payee's payment service provider has been credited in the amount of payment transaction, the payee's payment service provider shall be liable to the payee for non-executed or incorrectly executed payment transaction.

The payment service provider liable for non-executed or incorrectly executed payment transaction shall return to its payment service user the amount of any fees charged to payment service user, as well as to return or pay the amount of any fees entitled to such user relating to non-executed or incorrectly executed payment transaction.

Liability for Non-executed or Incorrectly Executed Payment Transaction Initiated by Payee or Payer through Payee

Article 24

If payment transaction has been initiated by the payee or the payer through the payee, the Bank shall, as the payee's payment service provider, be liable to the payee for the correct submission of payment order to the payer's payment service provider.

Unless payment order has been submitted or payment order has not been correctly submitted in the case referred in paragraph 1 of this Article, the payee's payment service provider shall, immediately upon becoming aware thereof, submit and/or re-submit such order to the payer's payment service provider.

If the amount of payment transaction initiated by the payee or the payer through the payee is credited on the account of the payee's payment service provider, this provider shall be liable to the payee for the correct payment transaction execution.

If the payee's payment service provider provides evidence to the payee, and, as necessary, to the payer's payment service provider, that it is not liable to payee in accordance with paragraphs from 1 to 3 of this Article - the payer's payment service provider shall be liable to the payer for non-executed or incorrectly executed payment transaction.

The payment service provider shall, in accordance with this Article, return to the payment service user the amount of any fees charged to the payment service user, as well as return or pay the amount of any fees such user is entitled to relating to non-executed or incorrectly executed payment transaction.

Liability for Using Unique Identifier

Article 25

If payment order is executed in accordance with the payee's unique identifier referred in such order, it shall be deemed that this order has been correctly executed relating to the payee determination irrespective of other data provided to the payment service provider.

If unique identifier filled in by the User in order is incorrect, the Bank shall not be liable for non-executed or incorrectly executed payment transaction. In such case, the User shall be entitled to request the Bank to take any reasonable measures i.e. provide it with the information on payment transaction monetary funds flow (e.g. on the payee's payment service provider and/or payee), and the Bank shall specifically charge such service.

In the event of non-executed payment transaction due to incorrect unique identifier referred in paragraph 2 of this Article, the Bank shall ensure to, immediately upon becoming aware thereof, return the amount of non-executed payment transaction to the payment service user.

Liability Exclusion due to Force Majeure or Law

Article 26

The Bank shall not be liable for incorrectly, non-timely executed and/or for non-executed payment transaction in the event of force majeure which has prevented the fulfilment of obligations or if payment transaction execution is prohibited under other regulation.

Users' Complaints

Article 27

The User shall take care of the statements received from the Bank, review such statements, and file complaint relating to any mismatch or contest of debts and/or claims in the statement the User is provided with.

The deadline within which the User may file complaint relating to transactions shall expire on the fifth day from the day set by the User in the order as the date of transaction execution.

The User may file complaint if it relates to an error of the Bank made when executing order completely filled in and submitted by the User to the Bank for execution in accordance with the regulations and these General Terms. Complaints shall be filed by the User to the Bank in writing, electronically, or by mail, stamped and signed by the User's authorised person stating order number, date of order execution, and accurate and clear description of the data the complaint is filed for.

The Bank will start the procedure complaint solving immediately upon the receipt thereof and, in the event there have been no grounds for the User to file the complain, the User shall be notified on the complaint outcome no later than the next business day.

If it is found that the Bank is liable for non-executed or incorrectly executed payment transaction, it shall, immediately upon becoming aware thereof, return the amount of the non-executed or incorrectly executed payment transaction to payer, i.e. return the payer's payment account to the balance it would have been in unless the incorrect payment transaction was executed except if the payment service User has requested correct payment transaction execution.

Costs of any groundless complaint shall be fully borne by the User.

Fees and Commissions for Payment Transaction Services

Article 28

Within its payment services, the Bank shall charge:

- current account maintenance fee
- fee for issuance of confirmation of order receipt and execution
- fee for the submission of statement on changes under account
- fee for certifying statement on changes under account
- payment transaction commission
- other fees and commissions defined in the Bank Price Lists.

Any fees and commissions shall be defined in Placement Price List, Payment Service Price List, and Price List of Products and Services for Corporate Clients of Small Enterprises and Entrepreneurs Department.

Fees shall be defined in the absolute amount and they shall be variable i.e. the fees may be changed by the Bank in accordance with the movement of costs and other parameters impacting the level of fees in accordance with the Bank acts.

Commissions shall be defined in percentage amount where the base for percentage application shall be the value of transaction defined by the User in an order the Bank is provided with. Commissions shall, in addition to percentage amount, always include defined minimum value in absolute amount designating the value of minimum calculated commission charged i.e. which must apply if lower value is obtained by applying percentage to value in order.

Also, commissions shall include defined maximum value in absolute amount designating value of maximum calculated commission charged i.e. which must apply if higher value is obtained by applying percentage to value in order.

Article 29

Fees shall be charged through business account of the User by debiting the User's account on a monthly basis and they shall be clearly visible in Statement on Changes under Account.

Commissions shall be paid upon the execution of any order, on the date indicated by the User as the date of the execution of payment from the order, by debiting the User's account, and they shall clearly be visible in Statement on Changes under Account.

The Bank shall, upon the User's request, provide the User with the statement on all charged fees for the services connected to the payment account, minimum on an annual basis. (hereinafter: report on charged fees). The report on charged fees will be delivered by the Bank to the user in accordance with the terms set out in relevant by-law of the National Bank of Serbia.

The sequence of the collection of fees and commissions, in the event the User lacks funds on the account upon order execution, shall be made following the first inflow of the funds to the User's account or at the end of month when fee calculation and collection shall be made.

The Bank shall reserve the right to change the level and method of fee and commission calculation.

All of the Bank's acts defining the level and method of fee and commission calculation shall be available in all of the Bank's points of sale and in the Bank's web site. Any change in these Bank acts shall be announced 15 days prior to the application thereof.

Article 30

The User may contract the use of other payment services relating to account with the Bank, such as:

- e-banking services: Netbanking//Officebanking/Novoklik/Erste eBiz
- m-banking services: Erste mBiz
- debit/credit card
- other services prescribed in the Bank acts.

The main characteristics and terms and conditions of using the above-mentioned payment services shall be defined herein, in special agreement, or application forms, and general terms for using such service.

Payment Card

Article 31

Upon opening of the account to the User, the Bank shall, upon the User's request, issue the payment card to the User which shall be the payment instrument based on which the User shall dispose of funds on the account and/or initiate payment transactions.

The Bank shall, in accordance with Article 9 paragraph 1 of the Law on Multilateral Interchange Fees and Special Operating Rules for Card-based Payment Transactions ("Official Gazette of the RS", no. 44/2018), to the User who wants a business debit payment card, first issue a payment card for which in domestic payment transactions the processing, netting and settlement of transfer orders, issued on the basis of its use, are executed in the payment system in the Republic of Serbia.

Upon the issuance of a payment card for which in domestic payment transactions the processing, netting and settlement of transfer orders, issued on the basis of its use, are executed in the payment system in the Republic of Serbia, the Bank will, upon the User's request, issue the business debit card of another payment brand (Visa, MasterCard, etc.) to such User.

The Bank shall, following the expiry of the previously issued debit payment card of other payment brand, upon the User's request, re-issue the business debit card of other payment brand to such User, during which, the User will also be issued a payment card for which in domestic payment transactions the processing, netting and settlement of transfer orders, issued on the basis of its use, are executed in the payment system in the Republic of Serbia. (unless the User has previously been issued such payment card).

Following current account opening, the User shall be issued the debit card in the manner described in this Article, and the User may, upon its request, also be issued credit card if the conditions for the issuance thereof are met.

Credit card is the payment instrument through which an approved loan shall be used up to the level of the available balance under such loan.

The Bank shall issue credit Card upon the User's request to the persons listed in Credit Card Issuance Application.

Card shall be made out to the User and it shall not be transferable. Card shall be the ownership of the Bank upon whose request it must be returned.

Holder of the account the Card is tied to (hereinafter Account Holder) shall solely be liable for proper Card use.

Card Issuance and Card Data Protection

The User shall be provided with the Card and PIN (personal identification number). The Bank shall guarantee the Card User the secrecy of the PIN issuance until the Card is handed to the User. The User shall be obligated to sign the Card immediately

upon the receipt thereof, as well as to protect any data therein, and to keep PIN in secrecy and separately from the Card. The non-signed Card shall be invalid, and any financial consequences in the event of the abuse of the non-signed Card shall be borne by the User.

The User must not disclose PIN to other persons (including, without limitation, family members, merchant, bank officer). Otherwise, the User shall entirely be liable for any transactions executed due to the non-compliance with this obligation.

The User must not leave the Card as a pledge or collateral, or provide card to be used or be in possession of other persons, otherwise, the User shall entirely be liable for any transactions executed due to the non-compliance with this obligation.

In the event the User suspects that anyone is aware of the PIN, the User shall change the PIN at the Bank ATM or request making of new card and new PIN in writing. Otherwise, the entire risk of PIN fraud shall exclusively be at the charge of the Account Holder the Card is tied to.

The User acknowledges that he is aware that the Bank will not, for security reasons, request the User to confirm data on the Card electronically or by telephone, otherwise the User shall fully bear the risks and consequences of identity theft and unauthorised use of data from the card due to the provision of data on the Card as mentioned above.

Card Use

The Card User shall give his consent for the execution of specific payment transaction, i.e. when the Card is used at ATM, he shall type his PIN, and if the Card is used on EFTPOS terminal, he shall sign slip or input PIN. If it is the Card which may be used for payment through the Internet, the User shall, when making an Internet payment, input the full number of the card (PAN) and CVV2 value (number embossed on the back of the card).

The Card may be used at all points of sale and ATMs in Serbia/abroad where the logo of the card company is displayed for withdrawing cash on ATMs and at teller desks of banks and post office (if relevant terminal is installed) and for the payment of goods and services at EFT POS terminals and by the Internet.

The Bank shall not be liable if any merchant does not want to accept the Card though VISA/MAESTRO/ MASTER CARD/DINACARD logo is displayed or if, due to an incorrect terminal use and/or technical problems, it is not possible to execute transaction upon the User's request.

The User shall, upon the request of goods and service seller (hereinafter: Acquirer) provide the Card whose right of use has expired.

The User shall, when paying for goods and services, also sign appropriate slip at acquiring point. Acquirer shall issue slip/account copy to the User.

The User shall not use the Card for illegal purposes, including purchase of goods and service the sales of which is prohibited in the territory of the country the Account

Holder is in at the time of transaction. The User shall assume full liability in the event of an illegal purchase using the Card subject hereof.

The User must not conclude fictive cashless transactions with Acquirer with the aim of obtaining cash.

The Card whose validity period has expired must not be used, otherwise the User shall be fully liable for any transactions executed due to the non-conformance with this obligation.

The Bank shall, for security reasons, set out cash amount limit and the amount of goods and service payment which may be used at ATMs and EFTPOS terminals on a daily basis. The limits for the card use by the persons authorised by the User shall be set out by the User in the Card Issuance Application. The User shall be entitled to request the change in daily limit level, by providing application for the limit change, without any obligation of the execution of the Annex to the Framework Agreement.

If currency exchange is made when the card is used, currency exchange rate shall be set out in accordance with these General Terms and Conditions for Payment Service Provision.

Card validity period shall be embossed on the card. The Card shall be valid until the last day in stated month. If the User is in compliance with the provisions of the Framework Agreement, after the validity period expiry, the User shall be automatically re-issued the Card (in accordance with these General Terms and Conditions and the law), at the fee provided for in the Price List. The Card User shall be entitled to, within 30 days days prior to the Card validity, state unless he wants to be re-issued the card.

Currency Exchange Rate

When exchanging the local currency into a foreign currency, a foreign currency into the local currency and a foreign currency into other foreign currency, the Bank shall apply the exchange rate from the Bank's Exchange Rate List, applicable at the time of exchange unless otherwise is agreed by the parties on a case-by-case basis.

In the event the payment card is tied to RSD Account, for the costs incurred using the card abroad, the Bank will convert the amount of transaction in FX into RSD as follows: MasterCard International or Visa International will translate the original amount into EUR at Referential Exchange Rate, and from such amount, the RSD value will be calculated at the selling exchange rate for FX of the Bank for EUR, applicable on date of debiting.

In the event the card is tied to FX account, for transactions executed in RSD, the Bank will convert RSD in the currency available on the Account at the Bank's buying exchange rate applicable on the date of debiting. The sequence of charging currencies shall be as follows: EUR, USD, CHF, BGP, and further in accordance with the sequence of the Bank's exchange rate list.

In the event the card is tied to FX account, for transactions executed in RSD, if original transaction currency is one of the currencies from the Bank's exchange rate list and if funds in the original currency are available on the Account - the account shall be charged in the amount of the original currency.

If funds in the original currency are not available on the account, the account shall be charged in currencies according to the following sequence: EUR, USD, CHF, GBP, and further in accordance with the sequence of the Bank's exchange rate list at the Bank's selling exchange rate for the original currency and at the Bank's buying exchange rate for the currency on the account.

In the event the original transaction currency is not included in the Bank exchange rate list, MasterCard International and Visa International shall translate the original amount in EUR in accordance with Referential exchange rate, and the Bank shall, from such amount, calculate RSD counter value at the Bank selling exchange rate applicable on date of debiting, and from such amount at selling exchange rate, the Bank shall calculate counter value in currencies in accordance with the following sequence: EUR, USD, CHF, BGP, and further in accordance with the sequence of the Bank exchange rate list.

MasterCard and Visa exchange rates shall be publicly available on Internet pages www.visaeurope.com and www.mastercard.com and they shall be variable during day, and the Bank exchange rate lists shall be available on the Bank Internet page and at all branches.

Complaints

The User shall keep slip/bill copy for the purposes of complaint. The User shall file complaints under concluded transactions in writing in the prescribed form to the closest point of sale of the Bank, immediately upon becoming aware thereof, but no later than 5 days upon the receipt of statement and/or date of debiting.

Any complaints which are not filed within the prescribed deadline and form shall not be accepted by the Bank, and the financial loss shall be borne by the Account Holder.

In the event of groundless complaint, actual costs shall be borne by the user. The Bank shall charge the user's account or collect costs in cash. Otherwise, the User shall be released from such costs, and the account the Card is tied to shall be credited in the amount of the transaction for which the complaint has been filed upon the procedure completion.

For the complaints relating to the quality of goods and services paid with the Card, the User shall solely address the Acquirer.

Lost/Stolen/Misused Card

The User/Authorised User shall, without delay, report the Card loss i.e. theft to the Bank and request blocking of any further use thereof from the Bank, and the Bank shall ensure this at any time. The Card theft/loss shall be reported by the User at the closest Bank sub-branch or by calling number 021/67 72 116 available 24/7. The User/Authorised User shall, when reporting the stolen/lost card, state the number of the Card or personal identification number of the Authorised User in order for the Bank to prevent its further use. The User/Authorised User shall, within 2 next business days, confirm the report of the lost/stolen Card in writing.

The Card found after reporting loss must not be used and it must be returned to the Bank in order to be destroyed.

In the event of any unauthorised use of the Card and/or data from the Card, the User/Authorised User shall, immediately, report to the Bank any transaction executed based on an unauthorised use of the Card and/or data from such Card.

Date of Statement receipt shall be deemed date of awareness of the occurrence of the circumstances referred in the above paragraph.

If payment is made by the Card through the Internet, and the Internet site through which the payment is made does not support 3-D Secure protection mechanism, with such payment, the User may be exposed to an increased risk of misuse of the Card data and/or elements of the transaction itself.

If data from the card are used by the User/Authorised User with the aim of executing telephone, e-mail, or postal purchase, with such payment, the User may be exposed to an increased risk of misuse of the Card data and/or elements of the transaction itself.

The User/Authorised User shall, without delay, report to the Bank a damage and technical deficiency of the Card in the manner provided for in para 1 of this Article.

Signing this agreement, the User acknowledges that he is aware that the Bank will not, for security reasons, request the User to confirm data on the Card, electronically or by telephone, otherwise the User shall fully bear risks and consequences of identity theft and unauthorised use of data from the card due to the provision of data on the Card as mentioned above.

Protective and other Measures

The User shall use payment card in accordance with these General Terms.

The User shall, immediately upon the card receipt, take any reasonable and appropriate measures to protect personalised security elements of such an instrument (PIN, card number, etc.).

The User shall, immediately upon becoming aware of loss, theft, or fraud of payment instrument, report the Bank thereof.

Payment Instrument Blocking

The Bank shall block the further use of a payment instrument - payment card if there are reasonable grounds relating to payment instrument security, if there is suspicion of unauthorised use of payment instrument or the use thereof for the purpose of fraud, or if there is an increased risk that the User will not be able to meet its payment obligation when the use of such instrument is related to the approval of loan and/or overdraft of the account to the User (blocked account card is tied to, etc.).

The Bank shall notify the User on its intention and the reason of payment instrument blocking. Unless it is able to notify the User thereof prior to payment instrument blocking, the Bank shall do so immediately upon blocking. Notification on the intention of blocking or payment instrument blocking shall be delivered by the Bank to the User in the manner set out in the Framework Agreement unless the provision of such notification is prohibited under regulations or if there are reasonable security reasons not to do so.

The Bank will ensure the re-use of replacement of payment instrument with a new one - when the reasons for blocking thereof cease.

E-banking and M-banking

Article 32

The User may execute the agreement on e-banking and m-banking services with the Bank, which are the Bank's applications enabling the User to access the account balance and turnover under accounts, execute banking services agreements, and initiate payment transactions.

NovoKlik, Office Banking, NetBanking, and Erste e-Biz (hereinafter: E-Bank Services) mean the e-banking services provided by Erste Bank a.d. Novi Sad (hereinafter: Bank).

Erste mBiz (hereinafter: M-Bank) means the mobile banking service of Erste Bank a.d. Novi Sad (hereinafter: Bank)

. The use of Erste mBiz service is conditioned with the use of Erste eBiz service and it may not be independently agreed or used.

E-Bank and m-Bank shall enable the user to execute and review payment transactions and review account balance.

These general terms shall define in detail the options of each of the E-Bank and M-Bank services and stipulate the rights and obligations of using thereof.

Smart card means a security device with installed chip, on which the e-certificate and cryptographic keys necessary for e-banking service are stored. Smart card shall be used for electronic identification within card validity.

Smart card reader means a device for reading data from smart card.

Personal number (PIN) means a combination of characters assigned to the User by the Bank which, together with smart card, ensures the use of e-banking.

TAN table means a card with 32 eight-digit numbers. It shall, together with the user name and password, be used for the identification of the User when logging on Netbanking.

The User identification means a set of elements necessary for E-bank service identification and use

- SMS OTP means one-off code received by the client in SMS to the registered number of mobile telephone, which is, in addition to the user name and password, the second authentication factor.

- The user name and password are the parameters comprising particular number of characters, received by the User when Erste eBiz service is registered, used for the authentication to such service

- Registration and activation code - combination of numbers and letters, assigned to the User by the Bank.

E-Bank and M-Bank Service Use Agreement

E-Bank and M-Bank User may become any legal entity holding the current account at the Bank (hereinafter: User), which provides the Bank with correctly filled-in and signed Application Form and accompanying documentation for the approval of the E-Bank and M-Bank service use, which shall be an integral part of Agreement on Current Account Opening and Maintaining, providing for the possibility of using such services.

The Applicant shall, by filling in certain fields of the Application Form, determine the level of authorisation of the persons accessing the E-Bank and M-Bank services. All persons listed in the Application Form shall confirm the accuracy of stated data with their signature. The authorised person shall, with his signature and stamp, guarantee for the provision of authorisation to authorised users and, at the same time, grant authorisation to the users with the right of verification to agree additional functionalities through the E-Bank and M-Bank services. Any authorised person shall

have certain authorisation type for the E-Bank and M-Bank use assigned by the User's Legal Representative in the the Application Form.

The Legal Representative may revoke granted authorisations by providing the bank with the relevant notification.

E-Bank Services

The User may, at own choice, select using some of the services:

E-Bank services:

- NovoKlik
- NetBanking
- Office Banking
- Erste eBiz

M-Bank services:

- Erste mBiz

E-Bank and M-Bank Service Scope

- **NetBanking** service means Web user application enabling the the User to perform the following: access account balance; view account turnover; view statements; execute agreement on SMS services; execute payment orders for RSD and FX payment transactions on current date and on a future date. The Bank shall enable the User to use all of the functionalities offered in the Netbanking, and the User shall, at own discretion, determine which of the functionalities he wants to use.
- **Novoklik** means Desktop user application enabling the User to view account balance; view account turnover; view account statement; execute payment using RSD (including instant - urgent ones) and FX payment orders on current date and on a future date; receive and send personal and general messages. NovoKlik service shall, within its functionalities, enable the User to receive and send E-invoices. Use of the E-invoice functionality shall solely be possible by using qualified smart card.
- **Office Banking** means Desktop user application enabling the User to view account balance; view account turnover; view account statements; executed payment using RSD payment orders on current date and liabilities payment on a future date (including instant – urgent payment orders).
- **Erste eBiz** service means a Web user application enabling the User to perform the following: access account balance; view of account turnover; view statements; execute payment orders for RSD (including instant –urgent orders) and FX payment transactions on current date and on a future date; activate Erste mBiz m-banking service. The Bank shall enable the User to use all of the functionalities offered in the Erste eBiz application, and the User shall, at own discretion, determine which of the functionalities he wants to use.
- **Erste mBiz** service means a mobile application enabling the User to perform the following: access account balance; view of account turnover; view statements; execute payment orders for RSD (including instant - urgent orders) and FX payment transactions on current date and on a future date. The Bank shall enable the User to use all of the

functionalities offered in the Erste mBiz service, and the User shall, at own discretion, determine which of the functionalities he wants to use.

The Bank shall reserve the right to change the volume and content of the E-Bank and M-Bank services on which the User shall be notified through the content of its web pages.

E-Bank and M-Bank Service Use

NetBanking - Upon the approval of the Application Form by the Bank, the Bank shall provide the User with the user name and password to e-mail and TAN table or another security device necessary for NetBanking service identification and use (hereinafter: user identification) shall be provided in person. The User shall use the NetBanking service upon the receipt of user identification and, when accessing the NetBanking service for the first time, the User shall change the password. The instruction on the NetBanking functionality use shall be available on the Internet page for the service activation.

NovoKlik - Upon the approval of the application form by the Bank, the Bank shall provide the User with the smart card reader, smart card, and personal identification number (PIN), instructions for downloading installation package and User Manual through link.

For the approval of using the NovoKlik service, the User shall, in addition to the Application Form, also sign the following documents:

In the event the User does not have an issued e-certificate for individual user, the User shall also provide the Bank with the following documents:

- General order for the issuance of qualified personal digital certificates for legal entity
- Application for receiving digital certificate of legal entity (for each individual user for whom smart card issuance is requested).

In the event the User has already been issued Halcom e-certificate, the following is to be provided:

Certificate in writing on the sameness of digital certificate for authorised individual user.

If the User has already got the above-mentioned, the Bank will enable him to use of the existing smart card after the submitted documentation is approved by the Bank.

The User may begin using the service upon the installation of the programme in accordance with received instructions. Necessary user support may be provided by the authorised person of the Bank.

Smart card shall be issued for the validity period of e-certificate determined by the issuer, and upon the expiry of such period, e-certificate validity must be renewed. Card renewal means the issuance of new smart card.

Receipt and sending of E-invoices to the NovoKlik service Users will be ensured upon the approval of the application form by the Bank.

Office Banking - Upon the approval of application form by the Bank, the Bank shall provide the User with the smart card reader, smart card, and personal identification number (PIN), instructions for downloading installation package, and User Manual through link.

If the User has already got the above-mentioned, the Bank will enable him to use the existing smart card after the submitted documentation is approved by the Bank.

The User may begin using the service upon the installation of the programme in accordance with received instructions. Necessary user support may be provided by the authorised person of the Bank.

Smart card shall be issued for the validity period of e-certificate determined by the issuer, and, upon the expiry of such period, e-certificate validity must be renewed. Card renewal shall not require the issuance of new smart card.

Erste eBiz - Following the approval of the Application Form by the Bank, the Bank shall provide the User with the user name to the e-mail, and the password shall be forwarded in the SMS to the registered mobile telephone number. Another identification factor in addition to the user name and password shall be SMS OTP, one-off code automatically generated by the application and sent to the User to the registered mobile telephone when registering to the Erste eBiz application. The Erste eBiz application may also be accessed by the User through Halcom e-certificate and the password received in the SMS to the registered mobile telephone number. The User shall start using the Erste eBiz service upon the receipt of user identification and, when accessing the Erste eBiz service for the first time, he shall change the password. Instruction on the Erste eBiz functionality use shall be available on the web page for the service activation.

Erste mBiz - After the consolidated application form is approved by the Bank for Erste eBiz and Erste mBiz service and the Erste eBiz service is activated, the User shall file the application for the activation of the Erste mBiz service through the Erste eBiz application. The Bank shall provide the User, by e-mail, with the registration code and activation code in the SMS to the registered mobile telephone number (hereinafter: user identification). The User shall start using the Erste mBiz service following the receipt of the user authentication and, when the Erste mBiz service is accessed for the first time, he shall create mToken and generate a four-digit PIN used when logging on to the application. The instruction on the Erste mBiz functionality use shall be available on the web page for the service activation.

All of the forms of using E-Bank and M-Bank services which are electronically executed applying the prescribed user identification shall be identical to signing.

The User shall fill in all orders and any necessary specifications in an orderly and accurate manner and authenticate them in the manner provided for in user identification and specific application, taking care of the available amount of funds on accounts at the Bank, otherwise he shall bear the risk of non-execution, incorrect execution, and/or rejection of payment order execution.

The User is aware that only current international transactions may be paid (for the E-Bank and M-Bank services supporting international payments), including the obligatory input of number and date of document based on which the international payment is executed (agreement, invoice, proforma invoice, etc.). The User shall not be bound to provide the Bank with the original order or document based on which international payment grounds and obligation are evidenced, but he shall keep these documents, for the purpose of smooth control by the Bank and bodies competent for FX control, and, upon the Bank's request, they shall be provided for examination.

The Bank shall guarantee to the E-Bank and M-Bank service User to freely dispose of funds on all demand accounts, opened based on the agreement entered into with the Bank, up to the amount of funds on account, also including overdraft on such accounts.

Payment order execution deadline shall be defined in the Bank Cut-off Times.

The Bank shall not assume liability for the non-availability of the E-Bank and M-Bank service resulting from technical issues of computer equipment, breakdown, or disorders within telecommunication channels, power system outage, or as a consequence of force majeure, and it shall not assume liability for any damage resulting from any loss or destruction of any data and equipment of the User due to the installation and use of the E-Bank and M-Bank service.

Payment Instrument Data Protection and Liability for Damage

The User shall to keep the secrecy of user identification and smart card and accept full liability for any obligations resulting from the attributes of his user identification and/or smart card. The User shall, immediately upon the receipt of the user identification, take any reasonable and appropriate measures for the purpose of protecting the personalised security elements of the user identification.

The User shall immediately and inevitably notify the Bank on any non-authorized use of his user identification, loss of TAN table, SMART card, or other security device and on any other form of breaching security he becomes aware of and initiate blocking of the E-Bank and M-Bank service use if there are suspicions of any unauthorised use/fraud of user identification, in one of the following manners: initiating the e-bank service use blocking in the manner provided for in the application, in person at the Bank branch, or by calling contact center at 021/423-364 or 0800-201-201 on business days 8 a.m. - 5 p.m. and on Saturday 8 a.m. - 1 p.m. or by sending e-mail requesting blocking of the service of the e-bank to e-mail address: blokadaplatnoinstrumenta@erstebank.rs

The Bank shall be entitled to block the use of the Erste NetBanking, Erste eBiz, and Erste mBiz service and disable its further use if there are grounds relating to payment instrument security, if there is suspicion of any unauthorised payment instrument use, or the use thereof for the purpose of fraud, as well as in other cases required by security reasons.

The Bank will notify the User on the intention and reasons of blocking, and unless it is able to notify him thereof prior to blocking, it shall notify the User thereof immediately upon blocking unless the provision of such notification is prohibited under regulations or there are reasonable security reasons thereof.

The Bank will automatically block the service use to the user if incorrect user data are input three times during logging. In such case, the User may unblock service access in person in the Bank premises or by calling the User Support.

The total amount of damage resulting from loss/theft/fraud of the user identification shall be borne by the User until the time of reporting.

The User shall bear any losses resulting from the execution of non-authorized payment transactions if such transactions have been executed due to the User's fraud or his failure to meet the obligation of taking any reasonable and appropriate measures for the purpose of protecting personalised security elements of the user identification due to his wilful intention or gross negligence.

The User shall bear any losses relating to any transaction executed due to fraud committed by the User, as well as bear any losses resulting from the failure to meet his liabilities resulting from these General Terms, to notify the Bank without any delay on loss, theft, and misuse of the payment instrument and/or the user identification.

The User shall not bear any losses resulting from any transactions executed following reporting loss, theft, or unauthorised use of the user identification to the

Bank unless the User has committed or participated in fraud, or acted with the intention of committing fraud.

The User shall be liable for the accuracy of all data of payment orders and bear the risk of inputting incorrect data and frauds of the E-Bank and M-Bank services in his own environment.

Notification

The User shall be reported on payment transactions executed through the E-Bank and M-Bank services by the Statement provided in the manner agreed under each individual account. The User agrees to receive additional notifications, of informative or other nature, through various Bank distribution channels. The deadline within which the User may file complaint relating to transaction sent by the E-Bank and M-Bank services shall expire on the eighth day upon transaction execution. Complaint request may be provided by sending message within the E-Bank and M-Bank service, by electronic mail, mail, and, exceptionally, by telephone in which case it shall be necessary to, as soon as possible, forward complaint request in writing to the Bank.

Fees

Fees for the E-Bank and M-Bank services use shall be collected through the User's account or by other collection form in accordance with the Price List.

The E-Bank and M-Bank services use will be immediately charged, or an invoice will be issued by the Bank. The User accepts that the Bank may, for the purpose of fee charging, debit its accounts without obtaining specific signature and excluding obligation of providing the User with prior notification.

Service Cancellation

The User shall be entitled to cancel the E-Bank and M-Bank service use, by fining request in writing within 30-day notice period which shall start to run from the date of request receipt. Prior to the expiry of such notice period, the User shall return any allocated user identifications and settle any outstanding liabilities to the Bank.

The Bank shall reserve the right to reject the User's Request for the E-Bank and M-Bank service use and it may, at any time, withdraw any rights for using the E-Bank and M-Bank services if the User has failed to execute transactions through the Bank longer than 6 months, settle liabilities on a regular basis and at maturity, be in compliance with the General Terms, applicable regulations and instructions of the Bank, and if there are reasons of security protection due to the suspicion of the user identification fraud.

Payment Transaction Security Instruments

Article 33

When opening the account at the Bank, the Bank may bind the User to provide a number of bills of exchange in accordance with its internal acts and individual request by the Bank for the purpose of the collection of fees and commissions relating to payment transaction services if enforcement becomes necessary.

In the event the Bank has used the bills of exchange referred in the above paragraph, the User shall be required to provide new agreement mandates and bills of exchange. Orders of the User who fails to meet the Bank's request will not be executed by the Bank.

In the event the Users have any overdues based on fees and commissions from payment transactions, orders will not be executed by the Bank and the User's account will be blocked until the Bank request are met.

Service Cancellation, Unilateral Agreement Termination, Account Closing, and Denial of Payment Service

Article 34

If the User wants to stop using payment services with the Bank and/or unilaterally terminate account agreement, the User shall file Account Closing Application to the Bank in the form prescribed by the Bank. In the request, it is necessary to fill in data on account with other bank to which any funds on the User's account will be transferred by the Bank, as well as date of the termination of account agreement which may not be shorter than 15 days from the date of filing the Application.

Prior to filing request for account closing, the User shall settle any liabilities based on account maintenance, as well as any overdue fees and commissions and/or the User shall, prior to closing, ensure sufficient funds from which the collection of overdue fees and commissions will be made by the Bank.

If the User has met the obligations referred in the above paragraph, the Bank shall act upon the User's request and close the account in the Bank system as well in the National Bank of Serbia account register. Otherwise, the Bank shall not act upon the User's request.

Article 35

The Bank shall be entitled to unilateral termination of current account agreement and/or to cease to provide payment services to the User in the following cases:

- if the User frequently (more than 3 times a month or three times in continuity) submits orders not completed in accordance with these General Terms
- if the Bank concludes that the User applies unauthorised actions affecting the operation of both the User and the Bank (e.g. misuse of signature, stamp, unauthorised order completion and submission, etc.)
- if the User fails to report accurate data and data changes in accordance with regulations and in accordance with Art. 3 and Art. from 6 to 9 hereof, even after the request in writing by the Bank, within 15 days from request submission
- if the user fails to provide documentation evidencing reported data and data change in accordance with regulations or upon the request by the Bank, even upon the request in writing by the Bank within 15 days from request submission
- if it is concluded by the Bank that the User uses the Bank services for the actions considered to be money laundering and terrorism finance in accordance with the Law on the Prevention of Money Laundering and Terrorism Finance
- in other cases prescribed in the Law on Payment Services and Law on Foreign Exchange Operations (provisions of account closing referred in the decisions on account opening, maintaining, and closing)
- in other cases of the User's conduct and actions which are a significant reputation risk to the Bank.

In the cases referred in the above paragraph, indents from 1 to 5, the Bank will provide the User with the notice on the account closing or denying payment

transaction services stating the reason of closing and/or denying payment transaction services.

The User shall, upon the receipt of such notice, provide the Bank with the account held at other bank to which any funds on the User's account with the Bank will be transferred by the Bank.

In the event the User fails to provide the account held at other bank, any funds of the User's account with the Bank will be forwarded to special Bank account until the time of the User's request for transfer or outgoing payment, and the User's account will be closed.

The User's accounts will be closed by the Bank on 15th day upon the submission of the notice to the User referred in paragraph 2 of this Article. The account closing shall also be immediately recorded in the National Bank of Serbia account register.

Article 36

The Bank will temporarily deny payment service provision to the User:

- if the Bank suspects that the User applies any unauthorised actions affecting the operation of both the User and the Bank (e.g. misuse of signature, stamp, unauthorised order completion and submission, etc.)
- if the User fails to report accurate data and data changes in accordance with regulations and in accordance with Art. 4 and Art. from 6 to 9 hereof until the time of the User's reporting of the respective change
- if the User fails to provide the documentation evidencing reported data and data change in accordance with regulations or upon the request in writing until the time the User provides documentation
- if it is suspected by the Bank that the User uses the Bank services for the actions considered to be money laundering and terrorism finance in accordance with the Law on the Prevention of Money Laundering and Terrorism Finance
- if the Bank receives order by a regulatory authority (Ministry of Finance, Ministry of Internal Affairs, and other regulatory bodies and authorities) for the temporary denial of payment transaction services to the User.

The User shall be notified by the Bank on temporary denial of payment services in writing except in the event of the service denial referred in indent 5 of the above paragraph, and evidence and/or documentation will be required for the User to confirm meeting of conditions for the termination of payment service denial.

The Bank will suspend payment service denial only upon the provision by the User of requested evidence referred in the above paragraph.

Protective and other Measures

Article 37

The User shall use a payment instrument in accordance with the agreed conditions governing the issuance and use of such an instrument.

The User shall, immediately upon payment instrument receipt, take any reasonable and appropriate measures to protect personalised security elements of such an instrument (e.g. PIN, password and user name, TAN table, token, smart card, etc.). The User shall, immediately upon becoming aware of loss, theft, or fraud of payment instrument, report the Bank thereof.

Payment Instrument Blocking

Article 38

The Bank shall block any further use of payment instrument if there are reasonable grounds relating to payment instrument security, if there is suspicion of unauthorised use of payment instrument or the use thereof for the purpose of fraud, or if there is an increased risk that the User will not be able to meet the payment obligation when the use of such instrument is related to the approval of loan and/or overdraft to the User.

The Bank shall notify the User on its intention of payment instrument blocking and on the reasons of such blocking. Unless it is able to notify the User thereof prior to payment instrument blocking, the Bank shall do so immediately upon blocking. Notification on the intention of blocking i.e. payment instrument blocking shall be provided with the User by the Bank in the manner set out in the Framework Agreement unless the provision of such notification is prohibited under regulations or in the event of any reasonable security reasons not to do so.

The Bank will ensure re-use or replacement of the payment instrument with a new one - when reasons for blocking thereof cease.

If the Bank, using special application, determines that the operating system used by the User for initiating payment transactions through the Netbanking/Officebanking/Novoklik/Erste eBiz and Erste mBiz is virus infected enabling unauthorised person to access the security elements of the payment instrument and unauthorised use thereof, due to which payment instrument security is affected, the Bank will prevent any further use of the Netbanking/Officebanking/Novoklik/Erste eBiz and Erste mBiz, and request the User to take actions to eliminate such virus.

The Bank will ensure the re-use of the Netbanking/Officebanking/Novoklik/Erste eBiz and Erste mBiz service after the User takes actions upon its request, and after it is determined that there is no further threat to the security of the payment instrument use.

Payment Account Debiting without Payment Order

Article 39

The Bank will debit the User's account - without payment order, in the following cases:

- 1) in the process of enforcement and/or forced collection taken against the user, in accordance with the law;
- 2) for the purpose of collecting due fees for the Bank services, due claims based on the loan approved by the Bank to the User, or other due claims of the Bank to the User if such collection method is agreed;

- 3) in the event of filing bill of exchange for collection issued by the User if there are sufficient funds for the collection using the bill of exchange;
- 4) in other cases prescribed in the law.

Payment Service User Protection

If the Bank fails to comply with the provisions of the law on payment services, other regulations, or general terms of business governing payment services or electronic money, good business practice relating to such services or obligations referred in payment service agreements, and/or agreement relating to electronic money - the payment service user and/or electronic money holder shall be entitled to the protection of their rights and interests by filing complaint or claim to the NBS.

Complaint relating to the bank operation may be filed by a client in writing - at the bank's business premises, by mail, through the bank web site, and/or by electronic mail (e-mail).

The Bank shall consider such complaint and provide response in writing to the client no later than 15th day from the date of complaint receipt.

If the User is not satisfied with the response, or the User has not been provided with the response within the prescribed term, the client may, prior to initiating legal proceedings, file proposal to the National Bank of Serbia for mediation or claim in writing.

The method of filing complaint to the Bank and claim to the NBS shall be published on the Bank's web site.

Closing Provisions

Article 40

The Bank shall, within the appropriate term prior to the execution of the framework payment account agreement, at the same time when other information is provided as set out in the Law on Payment Services, provide the User with the Overview of Services and Fees, free of charge - in hard copy or other permanent data carrier, in the manner ensuring the evidence on the executed delivery. The Bank will make the Overview of Services and Fees available at its teller desk facilities and publish it in the Bank's web site.

Entering into Agreement on Opening and Maintaining Account/Payment Card Issuance/E-Bank and M-Bank Use, the User shall accept the provisions of the Bank General Terms and the Price List under which payment services shall be charged. The General Terms shall deem to be an integral part of agreed payment services.

The User shall undertake to be informed on the content of the General Terms prior to signing the agreement and to be informed on any amendment of the General Terms. The Bank shall present any changes relating to payment services, irrespective if they are contained in the Bank General Terms or other acts, in the Bank's points of sale and in the Bank's web site 15 days prior to the beginning of the application thereof.

Unless the User, within 5 days prior to published amendments coming into force, cancels payment services, it shall be deemed that the User shall accept such amendments.

The User shall be entitled to be informed on any conditions of payment service execution at any time through personal enquiry at the Bank's points of sale, by telephone call to the Bank Call Center on number 0800201 201 or 060 7979 000, as well as by sending a question in writing to the Bank to the address ebank.kontakt@erstebank.rs

Article 41

The User accepts to receive additional notifications, of informative or other nature, through various Bank Distribution Channels.

The Client agrees and herewith authorises the Bank to use, process, and retain any data presented to the Bank when entering into agreement, as well as the data obtained by the Bank in the implementation of this Agreement, which are, in sense of the Personal Data Protection Law, deemed personal data, and in sense of the Bank Law deemed as secrecy, for the purpose implementing this Agreement, improvement of business cooperation with clients, development of its services and products, as well as for the purpose of implementing researches and analyses required by the Bank.

The Client agrees and herewith authorises the Bank to forward the data referred to in the above paragraph and outsource processing thereof to Erste Group members, Forum for Preventing Fraud in Credit Transactions, or a third legal entity, with the aim of achieving high quality and efficient data processing, reporting at Erste Group level, as well as for other business requirements of the Bank provided that the Bank has, in the contractual relation with the above-mentioned legal entities which are transferred data and outsourced processing, ensured the same or higher level of the protection of confidentiality, secrecy, and integrity applied to its clients, as well as that it has ensured that such data are adequately protected against any frauds, destructions, losses, unauthorised changes, or accesses and that persons engaged in processing are bound to keep data secrecy.

Article 42

The General Terms, including agreement or application form for individual payment services, Cut-off Times, Price List, and general terms of use for individual payment services shall be an integral part of framework agreement on payment service provision.

Signing the Agreement/Application Form, the User shall acknowledge that he is aware of the provisions of the General Terms and accept the application thereof.

The applicable General Terms of Business of the Bank, legislation, and other acts of the Bank governing operation with Users shall apply to any issue not set out herein.

The provisions of Chapter II of the Law on Payment Services excluding Articles 14 and 15, Article 16. paragraphs 3 and 4, and Article 32 of this law, as well as the provisions of Art. 51, 58, 60, and 63 of this Law, shall not apply to this Agreement.

Article 43

These general terms shall apply to the users who have established the business relation with the Bank, the subject whereof shall include payment services before these General Terms have come into force, as well as to the users establishing business relation with the Bank after these General Terms come into force.

If the provisions of the agreements governing payment services under agreement relations of the Bank and User until coming into force of these General Terms are contrary to the provisions of the Law on Payment Services and/or the provisions of these General terms, such provisions of previously entered into agreements will not apply, but they will be replaced with the provisions hereof and other documents which, in accordance with paragraph 1 of Article 42, shall comprise the Framework Agreement.

The General Terms shall come into force in 15 May **2021**.