

**UGOVOR O OTVARANJU I VOĐENJU  
DINARSKOG PLATNOG (TEKUĆEG)  
RAČUNA ZA DOMAĆA PRAVNA LICA  
BROJ:**

zaključen u        dana        godine, između:

Erste Bank a.d. Novi Sad, Novi Sad, Bulevar oslobođenja 5; matični broj 08063818; PIB 101626723; tekući račun broj 908-34001-19; koju zastupa Jasna Terzić predsednica Izvršnog odbora (u daljem tekstu: Banka) i

, ,  
(registrovani naziv i sedište, ulica i broj)  
matični broj ; PIB , broj računa:  
340- ; koga zastupa ovlašćeno lice  
(u daljem tekstu: Klijent)

**Član 1.**

Predmet ovog Ugovora je regulisanje međusobnih prava i obaveza prilikom otvaranja, vođenja i gašenja dinarskog platnog (tekućeg) računa (u daljem tekstu: Račun), kao i u obavljanju platnih usluga preko računa koji Klijent otvara u Banci, u skladu sa važećim propisima.

**Član 2.**

Banka se obavezuje da:

- otvoriti i vodi Račun
- izda debitnu karticu na zahtev Klijenta,
- prima, izvršava i evidentira platne naloge u korist i na teret Računa, do visine pokrića na Računu, u rokovima i na način propisanim Zakonom o platnim uslugama (u daljem tekstu: Zakon) i propisima koji regulišu instant plaćanja;
- prima i izvršava platne naloge Klijenta, koji su izdati u pisanoj formi ili elektronskoj formi u zavisnosti od kanala komunikacije sa Bankom;
- platne naloge izvršava prema datumu izvršenja, redosledu prijema i propisanom redosledu osim instant plaćanja kada se nalog izvršava

**AGREEMENT ON RSD PAYMENT (CURRENT)  
ACCOUNT OPENING AND MAINTAINING  
TO RESIDENT CORPORATE CLIENTS  
NUMBER:**

executed in        on        by and between:

Erste Bank a.d. Novi Sad, Bulevar oslobođenja 5; registration number 08063818; TIN 101626723; current account number 908-34001-19; represented by Jasna Terzić, Executive Committee President (hereinafter: Bank) and

, ,  
(registered name and office, street and number)  
registration number ; TIN , account number:340- ; represented by authorised person (hereinafter: Client)

**Article 1**

The subject matter hereof shall be the definition of the mutual rights and obligations when opening, maintaining, and closing RSD payment (current) account (hereinafter: Account), as well as when executing payment services through the account opened by the Client at the Bank, in accordance with the applicable regulations.

**Article 2**

The Bank shall:

- open and maintain the Account
- issue debit card upon the Client's request,
- receive, execute, and record payment orders which shall be credited and debited on the Account, up to the amount of cover on the account, within the terms and in the manner prescribed in the Law on Payment Services (hereinafter: Law) and the regulations setting out instant payments;
- receive and execute the Client's payment orders, issued in writing or electronically depending on the communication channel with the Bank;

<p>odmah po prijemu, a sve u skladu sa Terminskim planom Banke;</p> <ul style="list-style-type: none"> <li>- Klijentu dostavlja izveštaje o svim promenama na računu narednog dana, a najkasnije dva dana nakon izvršenja promena na računu ili ispostavljanja naloga u formi izvoda koji Klijent preuzima, ili koji mu se stavlja na raspolaganje na način naznačen u pismenom zahtevu za otvaranje računa;</li> <li>- na izričit zahtev Klijenta evidentira i jednom godišnje dostavi Klijentu izveštaj o naplaćenim naknadama za usluge povezane s računom, u skladu sa propisima;</li> <li>- ispita svako neslaganje ili osporavanje dugovanja odnosno potraživanja po računu na koje ukaže Klijent, obezbedi relevantne informacije i u zavisnosti od njih izvrši potrebna usaglašavanja i korekcije na računu;</li> <li>- da poštuje principe tajnosti Računa i da informacije o Računu i obavljenim transakcijama daje samo Klijentu ili na osnovu ovlašćenja Klijenta, po nalogu suda ili drugog nadležnog organa, a u skladu sa propisima.</li> </ul> <p><b>Član 3.</b></p> <p>Klijent se obavezuje da:</p> <ul style="list-style-type: none"> <li>- se prilikom obavljanja platnih usluga preko Računa pridržava važećih propisa i Opštih uslova pružanja platnih usluga Erste Bank za poslovne subjekte</li> <li>- da uredno izmiruje obaveze po osnovu naknada i provizija za obavljanje poslova po ovom Ugovoru u skladu sa važećim cenovnikom Banke;da platne naloge izdaje i autentificuje ih u formi i na način u skladu sa Opštim uslovima pružanja platnih usluga, u zavisnosti od kanala komunikacije sa bankom,o statusnim i drugim promenama koje se registruju kod suda, odnosno drugog nadležnog organa obavestiti Banku u roku od 3 (tri) dana od dana dobijanja rešenja o upisu promene kod nadležnog organa;</li> </ul>	<ul style="list-style-type: none"> <li>- payment orders shall be executed based on the date of execution, sequence of receipt, and prescribed sequence, except for the instant payment when the order shall be executed immediately upon the receipt, in full compliance with the Bank's Cut-off Times;</li> <li>- The Client shall be provided with statements on any changes on the account on the next day, but no later than two days upon the execution of changes on the account or order issuance in the form of statement overtaken by the Client, or which shall be made available to the Client in the manner indicated in the account opening application in writing;</li> <li>- upon the explicit request by the Client, the Bank shall record and, on an annual basis, provide the Client with the report on collected fees for the services connected with the account, in accordance with the regulations,</li> <li>- review any mismatch or repudiation of debt and/or claim under the account pointed out by the Client, ensure relevant information and, depending on such information, make necessary adjustments and corrections on the account;</li> <li>- be in conformance with the principles of the Account secrecy and solely provide the Client with the information on the Account and executed transactions, based on the Client's authorisation, at the order of court or other competent authority, in accordance with the regulations.</li> </ul> <p><b>Article 3</b></p> <p>The Client shall:</p> <ul style="list-style-type: none"> <li>- when executing payment services through the Account, be in compliance with the applicable regulations and Erste Bank General Terms and Conditions of Payment Service Provision to Corporate Clients</li> <li>- duly settle liabilities based on fees and commissions for executing transactions hereunder, in accordance with the applicable price list of the Bank;issue and authenticate payment orders in the form and in the manner in accordance with the General Terms and Conditions of Payment Service Provision,</li> </ul>
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<ul style="list-style-type: none"> <li>- vodi računa o izveštajima dobijenim od Banke, da ih pregleda i da o svakom neslaganju ili osporavanju dugovanja, odnosno potraživanja u izveštaju koji mu je dostavljen, blagovremeno podnese reklamaciju Banci a najkasnije u roku od 3 (tri) dana od dana preuzimanja ili stavljanja na raspolaganje izvoda;</li> <li>- Banci dostavi podatke i dokumentaciju neophodne za identifikaciju fizičkog i pravnog lica u skladu sa propisima o sprečavanju pranja novca, kao i drugu dokumentaciju po zahtevu Banke neophodnu za poznavanje i praćenje poslovanja stranke.</li> <li>- neće izmirivati obaveze po osnovu ugovaranja promene poverilaca, odnosno dužnika (asignacija, cesija, pristupanje dugu, preuzimanje duga, ustupanje duga i dr.), ukoliko su njihovi računi u trenutku plaćanja blokirani radi izvršenja prinudne naplate, ukoliko je to zabranjeno zakonom;</li> <li>- potpisivanjem ovog Ugovora neopozivo ovlašćuje Banku da vrši ispravke pogrešnih terećenja i odobrenja Računa;</li> <li>- postupa sa uobičajenom pažnjom da bi spričio falsifikovanje, neovlašćeno izdavanje i menjanje naloga za plaćanje i obezbedi da nalozi za plaćanje budu jasni i nedvosmisleni;</li> </ul> <p style="text-align: center;"><b>Član 4.</b></p> <p>Klijent je dužan da podnosi Banci na realizaciju uredno popunjene platne naloge, sa priloženom dokumentacijom u skladu sa važećim propisima, u pisanoj formi ili u elektronskoj formi, potpisane od strane ovlašćenih lica na kartonima deponovanih potpisa Banke, odnosno lica kojima je na osnovu deponovanog potpisa dodeljena identifikaciona kartica ili elektronski sertifikat.</p> <p style="text-align: center;"><b>Član 5.</b></p> <p>Klijent na osnovu ovog ugovora može koristiti i usluge elektronskog i mobilnog bankarstva - Novoklik/Office banking/ eBiz I mBiz, čime mu se omogućava da elektronskim putem vrši:</p> <ul style="list-style-type: none"> <li>- upit u stanje na računima;</li> </ul>	<ul style="list-style-type: none"> <li>- depending on the communication channel with the Bank,</li> <li>- notify the Bank on status and other changes registered with court and/or other competent authority within 3 (three) days from the date of obtaining decision on change registration with the competent authority;</li> <li>- take care of data in statements obtained from the Bank and, if any mismatch is identified, the Bank shall be notified thereof within three days following statement receipt;</li> <li>- provide the Bank with the data and documentation necessary for the identification of private individual and legal entity in accordance with the anti-money laundering regulations, as well as other documentation, as requested by the Bank, necessary for client's due diligence.</li> <li>- the Client shall not settle liabilities based on the agreement of creditor and/or debtor change (assignments, cession, debt accession, debt overtaking, debt assignment, etc.) if their accounts are, at the time of payment, blocked for the purpose of enforcement execution, if it is prohibited under the law;</li> <li>- executing this Agreement, it shall irrevocably authorise the Bank to make corrections of inaccurate debits and credits of the Account;</li> <li>- act with due care to prevent forgery, unauthorised issuance, and change of payment orders, and ensure that payment orders are clear and unambiguous;</li> </ul> <p style="text-align: center;"><b>Article 4</b></p> <p>The Client shall provide the Bank with duly filled in payment orders for execution, including attached documentation in accordance with the applicable regulations, in writing or electronically, signed by the authorised persons in signature specimens of the Bank and/or by the persons who are, based on signature specimen, assigned identification card or e-certificate.</p> <p style="text-align: center;"><b>Article 5</b></p>
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- pregled prometa na računima;
- pregled izvoda;
- plaćanje obaveza elektronskim platnim nalozima
- prijem i slanje e-fakturna (u okviru NovoKlik-a) čime je omogućena distribucija e-fakture, njihovo automatsko plaćanje, knjiženje, i dugoročno arhiviranje e-računa.

### Član 6.

Uslovi koje Klijent treba da ispunji za korišćenje usluge elektronskog i mobilnog bankarstva - Novoklik/Office banking/ eBiz i mBiz su:

- da obezbedi odgovarajuću računarsku i komunikacionu opremu,
- Banci dostavi pravilno ispunjen i potpisana pristupnicu za odobrenje korišćenja usluge elektronskog i mobilnog bankarstva - Novoklik/Office banking/ eBiz-a i mBiz-a, i odgovarajuću propratnu dokumentaciju u zavisnosti za koji proizvod elektronskog i mobilnog bankarstva se Klijent odlučio,
- da zakonski zastupnik Klijenta ovlasti jedno ili više lica za korišćenje Novoklik/Office banking-a/eBiz-a i mBiz-a, - da izmiri troškove pristupa usluzi elektronskog i mobilnog bankarstva, u skladu sa Cenovnim pravilnikom Sektora poslova sa pravnim licima Banke/Cenovnikom usluga za mikro klijente.

### Član 7.

Po odobrenju zahteva za korišćenje Novoklik/Office banking/ eBiz i mBiz usluga elektronskog i mobilnog bankarstva, Banka dostavlja Klijentu:

- korisničku identifikaciju
- Priručnik/Uputstvo za korišćenje Novoklik/Office banking/ eBiz i mBiz usluga elektronskog i mobilnog bankarstva, odnosno instalacioni paket sa uputstvima za korišćenje, putem aktiviranja odgovarajućeg link-a.

### Član 8.

Banka na zahtev Klijenta izdaje debitnu Visa business karticu kao i DinaCard poslovnu debitnu karticu u skladu sa Zakonom o međubankarskim naknadama i posebnim

Based on this agreement, the Client may also use e-banking and m-banking services Novoklik/Office banking/ /eBiz and mBiz, enabling it to electronically perform the following:

- account balance inquiry;
- overview of account turnover;
- statement overview;
- payment of liabilities using electronic payment orders
- receiving and sending of e-invoices (within NovoKlik) ensuring e-invoice distribution, automated payment, booking, and long-term e-account archiving.

### Article 6

The conditions to be met by the Client to use e-banking and m-banking service Novoklik/Office banking/ eBiz and mBiz shall include:

- ensure relevant computer and communication equipment,
- provide the Bank with duly filled in and signed application form for the approval of using the e-banking and m-banking services Novoklik/Office banking/ eBiz and mBiz, and relevant accompanying documentation depending on the e-banking and m-banking product chosen by the Client,
- the legal representative of the Client shall authorise one or several persons to use Novoklik/Office banking/eBiz and mBiz, whereas;
- settle the costs of accessing the e-banking and m-banking service, in accordance with the Corporate Banking Division Price List/Micros Service Price List.

### Article 7

Upon the approval of the application for using Novoklik/Office banking/ eBiz and mBiz e-banking and m-banking services, the Bank shall provide the Client with:

- user identification
- Manual/Instruction on using e-banking m-banking services Novoklik/Office banking/ eBiz and mBiz, and installation package containing the instructions on use, by activating relevant link.

pravilima poslovanja kod platnih transakcija na osnovu platnih kartica.

Klijent/ovlašćeni korisnik kartice dužan je da se prilikom korišćenja kartice pridržava Opštih uslova pružanja platnih usluga za poslovne subjekte Erste Bank a.d. Novi Sad.

### **Član 9.**

Za obavljanje poslova iz ovog Ugovora Klijent se obavezuje da Banci plati naknade u skladu sa Cenovnikom za platne usluge i Cenovnikom proizvoda i usluga za pravna lica Direkcije za mala preduzeća i preduzetnike (u daljem tekstu Cenovnik), u zavisnosti od toga da li je Klijent segmentiran u kategoriju pravna lica ili mikro subjekti.

Cenovnik Banke, dostupan je na internet stranici Banke ([www.erstebank.rs](http://www.erstebank.rs)) i u poslovnim prostorijama Banke.

Ugovorne strane su saglasne da Banka zadržava pravo izmene i/ili dopune Cenovnika, te prihvataju njegovu primenu sa svim izmenama i/ili dopunama donetim za vreme trajanja ovog Ugovora, bez zaključenja posebnog aneksa.

Banka o izmeni Cenovnika obaveštava Klijenta elektronskim putem, odnosno putem pošte, najkasnije 15 dana pre početka primene.

Smatraće se da se Klijent saglasio sa izmenama/dopunama Cenovnika, ukoliko do dana početka primene ne obavesti Banku pisanim putem da ih ne prihvata.

Potpisivanjem ovog Ugovora Klijent izričito ovlašćuje Banku da naknadu naplaćuje direktno sa Računa, slučaju da na Računu nema dovoljno sredstava, zaduži račun klijenta za dospeli iznos, čime račun Klijenta može preći u negativan saldo.

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Klijent izričito ovlašćuje Banku da se naplati iz sredstava sa drugih računa otvorenih kod Banke, ukoliko sredstva na istim nisu izuzeta od naplate.

Klijent ovlašćuje Banku da obračunatu a neplaćenu naknadu, u slučaju nedostatka sredstava, naplati sa njegovog Računa po prvom prilivu sredstava, ukoliko sredstva na računima nisu izuzeta od naplate.

### **Article 8**

The Bank shall, upon the Client's request, issue debit Visa business card, as well as Dina business debit card, in accordance with the Law on Multilateral Interchange Fees and Special Operating Rules for Card-based Payment Transactions.

The Client/authorised user of the card shall, when using the card, be in compliance with Erste Bank a.d. Novi Sad General Terms and Conditions of Payment Service Provision to Corporate Clients.

### **Article 9**

For the execution of the operations referred herein, the Client shall pay fees to the Bank in accordance with the Payment Service Price List and Product and Service Price List for Corporate Clients of the Small Enterprises and Entrepreneurs Department (hereinafter Price List), depending on whether the Client has been segmented in the category of corporate clients or micros.

The Bank Price List is available on the Bank Internet page ([www.erstebank.rs](http://www.erstebank.rs)) and in the Bank business premises.

The Parties agree that the Bank shall reserve the right of amending the Price List, and they shall accept the application thereof with any amendments made during the validity of this Agreement, whereby special annex thereto shall not be entered into.

The Bank shall electronically or by mail notify the Client on the Price List amendment, but no later than 15 days from the beginning of the application thereof.

It shall be deemed that the Client has accepted the Price List amendments unless it has notified the Bank in writing on the non-acceptance thereof until the date of the beginning of the application of the amendments.

Executing this Agreement, the Client shall explicitly authorise the Bank to collect the fee directly from the Account, and in the event of insufficient funds on the Account, to make collection from other accounts opened with the

<p>Na sva dospela nenačaćena potraživanja, Banka će Klijentu obračunati i naplatiti zateznu kamatu u visini stope koja je utvrđena Zakonom o zatezni kamati.</p> <p><b>Član 10.</b></p> <p>Eventualna šteta koju ugovorne strane pričine jedna drugoj u izvršavanju ovog Ugovora i vršenju platnog prometa, rešavaće se saglasno odredbama Zakona o platnim uslugama i Zakona o obligacionim odnosima.</p> <p><b>Član 11.</b></p> <p>Banka je dužna da obavesti Klijenta o svakoj izmeni elemenata Ugovora najmanje 15 dana pre stupanja na snagu te izmene. Banka će izmene dostaviti elektronskim putem ukoliko je e-mail adresa dostupna Banci, u suprotnom dostava će se izvršiti putem pošte na poslednju banci poznatu adresu.</p> <p>Smatraće se da se Klijent saglasio sa predloženim izmenama i dopunama, ukoliko do dana početka primene istih, nije obavestio Banku da nije saglasan.</p> <p><b>Član 12.</b></p> <p>Ovaj Ugovor se zaključuje na neodređeno vreme s mogućnošću otkaza bilo koje ugovorne strane, uz otkazni rok od 15 dana koji počinje teći od dana prijema pismenog obaveštenja o otkazu drugoj ugovornoj strani.</p> <p>Klijent se obavezuje da u slučaju jednostranog otkaza Ugovora, pre podnošenja Zahteva za gašenje računa, izmiri sve obaveze prema Banci koje proističu iz ovog Ugovora.</p> <p>Klijent ima pravo na promenu računa prema pravilima propisanim Zakonom o platnim uslugama.</p> <p>Banka ima pravo na jednostrani raskid Ugovora u sledećim slučajevima:</p> <ul style="list-style-type: none"> <li>- ukoliko utvrdi da se kod Klijenta primenjuju nedozvoljene radnje kojima se ugrožava poslovanje kako Klijenta tako i Banke (zloupotreba potpisa, pečata, neovlašćeno</li> </ul>	<p>Bank unless the funds thereof are excluded from collection.</p> <p>The Client explicitly authorise the Bank to collect overdue fee, from its other accounts, unless the funds thereof are exempted from collection.</p> <p>The Client shall authorise the Bank to collect overdue fee, in the event of lack of funds, from its Account upon the first funds inflow unless the funds thereof are exempted from collection.</p> <p>On all due unpaid claims, the Bank will calculate and charge the Client default interest at the rate determined by the Default Interest Act.</p> <p><b>Article 10</b></p> <p>Any damage made by the parties to each other in the execution of this Agreement and payment transaction execution will be solved in accordance with the provisions of the Law on Payment Services and Law on Contracts and Torts.</p> <p><b>Article 11</b></p> <p>The Bank shall notify the Client on any change in the Agreement elements no later than 15 days prior to the enforcement of such change. The Bank shall notify the Client on the amendments, electronically if the e-mail address is available to the Bank, otherwise notification will be made by mail to the last address known to the Bank.</p> <p>It shall be deemed that the Client has accepted the amendments unless it has notified the Bank in writing on the non-acceptance thereof until the date of the beginning of the application thereof.</p> <p><b>Article 12</b></p> <p>This Agreement shall be executed for an indefinite period including the possibility of termination by any of the parties, within 15-day notice period which shall start to run from the date of the receipt of notice in writing by the other party.</p> <p>The Client shall, in the event of a unilateral Agreement termination, prior to filing Account Closing Application, settle any outstanding</p>
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popunjavanje i predaja naloga platnog prometa i sl.),  
 - ukoliko Klijent ne prijavi tačne podatke kao i promene podataka koje se registruju kod nadležnih organa, u roku od najkasnije 15 dana od dana dostavljanja zahteva Banke ,  
 - ukoliko Klijent ne dostavi dokumentaciju kojom se podaci o Računu usklađuju sa promenom podataka iz prethodne alineje, u roku od najkasnije 15 dana od dana dostavljanja zahteva Banke,  
 - ukoliko na zahtev Banke ne dostavi dodatnu dokumentaciju neophodnu za postupak poznavanja i praćenja stranke, u roku od najkasnije 15 dana od dana dostavljanja zahteva Banke,  
 - u drugim slučajevima propisanim Zakonom o obligacionim odnosima i Zakonom o sprečavanju pranja novca i finansiranja terorizma, kao i u drugim slučajevima predviđenim važećim propisima, Opštim uslovima poslovanja i Opštim uslovima pružanja platnih usluga Erste Bank za poslovne subjekte.

Banka ima pravo da u slučajevima iz stava 4. ovog člana, alineja 1-4 privremeno obustavi platne usluge, do dostavljanja validne dokumentacije i podataka od strane Klijenta, o čemu obaveštava Klijenta pisanim putem.

### Član 13.

Klijent potvrđuje da su podaci uneti u Ugovor i dokumentacija koju je dao Banci, istiniti i verodostojni, te da nije bilo izmene istih do dana zaključenja ovog Ugovora.

Klijent je dužan da o promeni adrese odmah obavesti Banku pismenim putem. U protivnom, svi dopisi/obaveštenja upućivaće se Klijentu na poslednju poznatu adresu. Posledice neispunjavanja ove obaveze snosiće Klijent.

Klijent je saglasan i ovim ovlašćuje Banku da sve podatke koje je prezentovao Banci prilikom zaključenja ovog Ugovora, kao i podatke do kojih Banka dođe u toku realizacije ovog Ugovora, a koji se u smislu Zakona o zaštiti podataka smatraju ličnim podacima, a u smislu Zakona o bankama poslovnom tajnom, može koristiti, obrađivati i čuvati u svrhu realizacije ovog Ugovora, unapređenja poslovne saradnje sa klijentima, razvoja svojih

liabilities to the Bank resulting from this Agreement.

The Client shall be entitled to the change in the account, pursuant to the rules prescribed in the Law on Payment Services.

The Bank shall be entitled to a unilateral Agreement termination in the following cases:

- if the Bank identifies that the Client applies unauthorised actions affecting the operation of both the Client and the Bank (misuse of signature, stamp, unauthorised payment order completion and submission, etc.)
- if the Client fails to report the accurate data as well as changes of data registered with competent authorities at latest 15 days after receipt of Bank's request,
- if the Client fails to provide the documentation under which the Account data are adjusted with the change of the data referred in the above indent at latest 15 days after receipt of Bank's request,
- if, upon the request by the Bank, the Client fails to provide additional documentation necessary for the procedure of client's due diligence at latest 15 days after receipt of Bank's request
- in other cases prescribed in the Law on Contracts and Torts and the Law on the Prevention of Money Laundering and Terrorism Finance, as well as in other cases provided for in the applicable regulations General terms of Business and Conditions and Erste Bank General Terms and Conditions for Payment Service Provision to Corporate Clients.

The Bank shall be entitled to, in the cases referred in paragraph 4 of this Article, indent 1-4, suspend payment services on a temporary basis until the provision of valid documentation and data by the Client, on which the Client shall be notified in writing.

### Article 13

The Client acknowledges that the data input in the Agreement and the documentation the Bank is provided which are true and authentic, and that they have not been changed until the date of the execution of this Agreement.

The Client shall immediately notify the Bank on its address change in writing. Otherwise, any letters/notifications will be sent to the Client to the last address known. The consequences of the failure to meet this obligation shall be borne by the Client.

usluga i proizvoda, kao i u svrhu sproveđenja istraživanja i analiza za potrebe Banke. Banka podatke prikuplja i obrađuje u skladu sa zakonskim načelima obrade a po proceduri bliže opisanoj u Opštim uslovima poslovanja Banke.

Klijent je saglasan i ovim ovlašćuje Banku da podatke iz prethodnog stava, može proslediti i obradu podataka poveriti članicama Erste Grupe, Forumu za prevenciju zloupotreba u kreditnim poslovima, ili trećem pravnom licu, a sa ciljem postizanja kvalitetnije i efikasnije obrade podataka, izveštavanja na nivou Erste Grupe, kao i za ostale poslovne potrebe Banke, pod uslovom da je Banka ugovornim odnosom sa navedenim pravnim licima kojima vrši prenos podataka i poverava obradu tih podataka obezbedila isti ili viši nivo zaštite poverljivosti, poslovne tajne i čuvanja integriteta podataka koji primenjuje i prema svojim klijentima, kao i da je obezbedila da podaci budu odgovarajuće zaštićeni od zloupotreba, uništenja, gubitka, neovlašćenih promena ili pristupa, i da lica koja su angažovana na obradi, budu obavezana da čuvaju tajnost podataka.

Klijent je saglasan i ovim ovlašćuje Banku da u toku trajanja ovog Ugovora od Kreditnog biroa, može zahtevati, preuzeti, koristiti, čuvati i obradivati izveštaje Kreditnog biroa koji sadrže podatke o Klijentu, u svrhu unapređenja poslovne saradnje sa Klijentom, razvoja i unapređenja usluga Banke, pružanja adekvatne usluge Klijentu, kao i sproveđenja istraživanja i analiza za potrebe Banke. Data saglasnost važi do njenog opoziva i u druge svrhe se ne može koristiti

#### **Član 14.**

Ugovorne strane konstatuju da:

- Režimi sankcija mogu biti predmet čestih i nekad neočekivanih promena. Oni takođe mogu biti nametnuti u svakom trenutku od strane svake države, međunarodne organizacije ili nadnacionalnog organa. Sankcije uglavnom imaju trenutan efekat.
- Sankcije utiču na poslovne operacije finansijskih institucija i njihove klijente, ograničavajući i kontrolišući kretanje robe, usluga i sredstava.
- Zakoni o sankcijama mogu dovesti do toga da se sankcije primenjuju protiv pojedinaca, kompanija ili subjekata, nezavisno od njihovih nacionalnosti,

The Client agrees and herewith authorises the Bank to use, process, and retain any data presented to the Bank when this Agreement is executed, as well as the data obtained by the Bank during the implementation of this Agreement, which are, in sense of the Data Protection Law, deemed as personal data, and in sense of the Bank Law deemed as secrecy, for the purpose of implementing this Agreement, improving business cooperation with clients, developing its services and products, as well as for the purpose of implementing researches and analyses required by the Bank. The Bank shall collect and process the data in accordance with the legal principles of processing, pursuant to the procedure described in the General Terms of Business of the Bank.

The Client agrees and herewith authorises the Bank to forward and outsource data processing referred in the above paragraph to other members of Erste Group, Forum for Prevention of Fraud in Credit Transactions, or to 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 fraud, destructions, losses, unauthorised changes, or accesses, and that persons engaged in processing are bound to keep data secrecy.

The Client Agrees and herewith authorises the Bank to, during the validity of this Agreement, request from the Credit Bureau download, use, keep, and process the Credit Bureau reports containing the Client data, for the purpose of improving business cooperation with the Client, developing and improving the Bank services, providing adequate service to the Client, as well as implementing researches and analyses required by the Bank. The consent granted shall be valid until the withdrawal thereof and it may not be used for other purposes.

#### **Article 14**

The Contracting parties acknowledge:

- Sanction regimes can be subject to frequent and sometimes unexpected changes. They can also be imposed at any time by any

<p>države stanovanja, mesta registrovanja ili zakona pod kojim su osnovani, država i/ili njihovih nacionalnosti generalno, posebnih privreda i usluga koje nude pojedinac, organizacija ili lica, koje je registrovano ili ima državljanstvo države koja je predmet sankcija ili embarga, aviona, brodova, robe, tehnologija i usluga, uklj. ali se ne ograničavajući na vojnu robu, robu za dvostrukе namene, robu koja odgovara internoj represiji ili posebnu high tech robu poput hardvera ili softvera.</p> <p><b>Definicije i tumačenja:</b></p> <p>„<b>Sankcije</b>“ predstavljaju sve ekonomske ili finansijske sankcije, restriktivne mere ili trgovinske embarge koje nameće, upravlja njima ili sprovodi ih s vremena na vreme Organ za sankcije (zakoni, pravila i regulative koji se odnose na ovo se nazivaju „<b>Zakoni o sankcijama</b>“). „<b>Sankcionisana država</b>“ predstavlja u svakom trenutku državu ili teritoriju koja je predmet sankcija na nivou države ili teritorije, što u trenutku zaključenja ovog Ugovora uključuje, ali se ne ograničava na sledeće države i teritorije Severnu Koreju, Iran, Siriju, Sudan, Mjanmar, Južni Sudan i Krim.</p> <p>„<b>Sankcionisano lice</b>“ predstavlja (a) svakog pojedinca ili subjekt koji je naveden na javnodostupnim listama posebno navedenih državljana i blokiranih lica, ili pojedinaca, subjekata ili grupa subjekata koji su predmet sankcija koje uspostavljaju organi za sankcije, svaki izmenjen, dopunjjen ili zamenjen s vremena na vreme (b) svakog pojedinca ili subjekt koji posluje u, osnovan je u, ili je rezident Sankcionisane države, (c) svakog pojedinca ili subjekat koji je na drugi način predmet Sankcija, i (d) svakog pojedinca ili subjekta koji je u vlasništvu ili je pod kontrolom ili deluje u ime prethodno navedenih pojedinaca ili subjekata.</p> <p>„<b>Organ za sankcije</b>“ predstavlja (a) Savet bezbednosti Ujedinjenih nacija, (b) Evropsku uniju, (c) Sjedinjene Američke Države, (d) određene državne institucije i agencije napred navedenih i (e) bilo koji drugi nadležni vladin ili regulatorni organ, instituciju ili agenciju koji upravljaju primenjivim ekonomskim ili finansijskim sankcijama, restriktivnim merama ili trgovinskim embargom, uključujući ali se ne ograničavajući na Kancelariju za kontrolu inostrane imovine u Ministarstvu trezora SAD-a („OFAC“), Stejt Department.</p>	<p>state, international organization or supranational authority. Sanctions generally have an immediate effect.</p> <ul style="list-style-type: none"> <li>▪ sanctions affect the business operations of financial institutions and their clients, limiting and controlling the movement of goods, services and funds.</li> <li>▪ Sanctions laws may result in sanctions being applied against individuals, companies or entities, regardless of their nationality, country of residence, place of incorporation or law under which they are incorporated, country and/or their nationalities in general, particular economies and services they offer an individual, organization or person, which is registered or has the citizenship of a country that is subject to sanctions or embargoes, aircraft, ships, goods, technologies and services, incl. but not limited to military goods, dual-use goods, goods corresponding to internal repression, or special high-tech goods such as hardware or software.</li> </ul> <p><b>Definitions and interpretations:</b></p> <p>“<b>Sanctions</b>” means all economic or financial sanctions, restrictive measures or trade embargoes imposed, administered or enforced from time to time by a Sanctions Authority (the laws, rules and regulations pertaining thereto being referred to as the “<b>Sanctions Laws</b>”).</p> <p>“<b>Sanctioned Country</b>” means, at any time, a country or territory which is the subject of any country-wide or territory-wide Sanctions, at the time of this agreement this includes without limitation North Korea, Iran, Myanmar, Syria, Sudan, South Sudan and Crimea.</p> <p>“<b>Sanctioned Person</b>” means (a) any individual or entity which is listed on any of the publicly available lists of specially designated nationals and blocked persons, or individuals or persons, entities or groups subject to Sanctions issued by a Sanctions Authority, each as amended, supplemented or substituted from time to time, (b) any individual or entity operating, organized or resident in a Sanctioned Country, (c) any individual or entity which is otherwise the subject of Sanctions, and (d) any individual or entity owned or controlled by, or acting on behalf of any of the foregoing individuals or entities.</p> <p>“<b>Sanctions Authority</b>” means (a) the United Nations Security Council, (b) the European Union, (c) the United States of America, (d) the respective governmental institutions and agencies of any of the foregoing, and (e) any other competent governmental or regulatory</p>
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<p>Klijent ovim putem izjavljuje i potvrđuje da on, kao i njegova zavisna društva, ne posluje i ne namerava da posluje sa Sankcionisanim licem ili u Sankcionisanoj državi.</p> <p>Klijent ovim putem izjavljuje i potvrđuje da:</p> <ul style="list-style-type: none"> <li>▪ niti on niti bilo koje njegovo zavisno društvo ili direktori, službenici, agenti ili zaposleni:           <ul style="list-style-type: none"> <li>(i) jeste Sankcionisano lice, ili je u vlasništvu ili pod kontrolom ili deluje u ime Sankcionisanog lica; ili</li> <li>(ii) je angažovan u bilo kakvu aktivnost od koje bi se razumno očekivalo da dovede do toga da lice postane Sankcionisano lice; ili</li> <li>(iii) je prekršio ili učestvovao u radnji koja bi dovela do kršenja zakona i drugih propisa o sankcijama; ili</li> <li>(iv) posluje sa Sankcionisanim licem</li> </ul> </li> <li>▪ neće dovesti do niti dozvoliti da se deo ili celokupan iznos sredstava na Računu koristi, direktno ili indirektno, za kreditiranje ili za drugo avansno (a) investiranje ili doprinos ili drugo finansiranje ili podršku aktivnosti ili poslovanja Sankcionisanog lica, ili (b) na drugo korišćenje sredstava sa Računa koje bi dovelo do kršenja zakona i drugih propisa o sankcijama.</li> <li>▪ nije subjekt međunarodnih sankcija i neće učestrovati (i obezbediće da njegova zavisna društva ne učestvuju) u bilo kakvoj transakciji, aktivnosti ili radnji koja bi dovela do kršenja zakona i drugih propisa o sankcijama ili do toga da postane Sankcionisano lice.</li> <li>▪ će (i obezbediće da njegova zavisna društva) uspostaviti i održavati politike i procedure osmišljene da promovišu i postignu kontinuiranu usklađenost sa svim propisima i zakonima o sankcijama.</li> <li>▪ će, u meri u kojoj je to zakonski dozvoljeno, odmah nakon što to sazna, Banci dostaviti detalje o bilo kom zahtevu, radnji, tužbi, postupku ili istrazi protiv njega ili bilo kog od njegovih zavisnih društava, ili bilo kog njegovog direktora, službenika, agenta ili zaposlenog u vezi sa bilo kojim Sankcijama.</li> <li>▪ nijedna strana koja je predmet Sankcija nema interes u sredstvima koja se plaćaju ili koja su otplaćena od strane ili za ime Korisnika u vezi sa bilo kojim proizvodom Banke ili drugim obezbeđenjem, datim,</li> </ul>	<p>authority, institution or agency which administers applicable economic or financial sanctions, restrictive measures or trade embargoes, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("OFAC"), the United States Department of State.</p> <p>The Client hereby declares and confirms that it, as well as its subsidiaries, does not do business and does not intend to do business with a Sanctioned Person or in a Sanctioned State.</p> <p>The Client hereby declares and confirms that:</p> <ul style="list-style-type: none"> <li>▪ None of the Client, or any of its affiliates, or any of their directors, officers, agents or employees:           <ul style="list-style-type: none"> <li>(i) is, or is owned or controlled by, or acting on behalf of a Sanctioned Person; or</li> <li>(ii) has engaged in any activity that could reasonably be expected to result in it being designated as a Sanctioned Person; or</li> <li>(iii) has violated, or taken any action, that would result in a violation of Sanctions Laws; or</li> <li>(iv) conducts business with a Sanctioned Person.</li> </ul> </li> <li>▪ The Client shall not cause or permit all or any part of the proceeds of the Account to be used, directly or indirectly, to make a loan or other advance (a) to invest in or contribute to or otherwise finance or support the activities or business of a Sanctioned Person, or (b) in any other manner that would result in a violation of any Sanctions Laws.</li> <li>▪ The Client shall (and the Client shall ensure that its affiliates shall) not engage in any transaction, activity or conduct that could violate Sanctions Laws or cause it to become a Sanctioned Person.</li> <li>▪ The Client shall (and the Client shall ensure that its affiliates shall) institute and maintain policies and procedures designed to promote and achieve continued compliance with all Sanctions Laws.</li> <li>▪ The Client shall, to the extent legally permitted, promptly upon becoming aware of it, supply to the Lender details of any claim, action, suit, proceeding or investigation against it or any of its affiliates, or any of their directors, officers, agents or employees in connection with any Sanctions.</li> </ul>
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<p>ponuđenim ili održavanim po tom proizvodu; ne koristi svesno, na osnovu razumne procene, prihode ili benefite koji su proistekli iz aktivnosti ili poslovanja sa stranom koja je predmet Sankcija, u svrhu ispunjenja svojih obaveza po ovom Ugovoru</p> <p><b>Član 15.</b></p> <p>Klijent se obeležavanjem jedne od dve opcije opredeljuje za način poslovanja sa Bankom:</p> <p>Klijent izričito zahteva da u poslovanju sa Bankom koristi pečat.</p> <p>Klijent u poslovanju sa Bankom ne koristi pečat.</p> <p><b>Član 16.</b></p> <p>Za sve što nije regulisano ovim ugovorom primenjivaće se važeći propisi, i Opšti uslovi poslovanja Banke, i Opšti uslovi pružanja platnih usluga Erste bank za poslovne subjekte, koji se smatraju sastavnim delom ovog Ugovora. Ukoliko Klijent koristi usluge elektronskog i mobilnog bankarstva, sastavni deo ovog Ugovora čini propratna dokumentacija podneta uz Zahtev/Pristupnicu za korišćenje Novoklik /Officebanking/eBiz i mBiz usluga.</p> <p>Potpisom ovog Ugovora Klijent potvrđuje da su mu pre zaključenja ovog Ugovora bili dostupni Opšti uslovi pružanja platnih usluga Erste Bank za poslovne subjekte i Opšti uslovi poslovanja Banke, te da je upoznat sa njihovom sadržinom i da ih u celosti prihvata. Na ovaj Ugovor ne primenjuju se odredbe glave II Zakona o platnim uslugama osim članova 14. i 15, člana 16. st. 3. i 4. i člana 32. ovog zakona, kao ni odredbe čl. 51, 53, 54, 58, 60. i 63. ovog zakona.</p>	<ul style="list-style-type: none"> <li>▪ no party subject to Sanctions has an interest in funds paid or repaid by or on behalf of the Client in connection with any product of the Bank or other security provided, offered or maintained under that product;</li> <li>▪ does not knowingly use, based on a reasonable assessment, the income or benefits derived from activities or business with the party subject to Sanctions, for the purpose of fulfilling its obligations under this Agreement;</li> </ul> <p><b>Article 15</b></p> <p>By checking one of the two options, the client chooses the method of operation with the Bank:</p> <p>The Client explicitly requests to use the stamp in its operations with the Bank.</p> <p>The Client shall not use the stamp in its operations with the Bank.</p> <p><b>Article 16</b></p> <p>The applicable regulations, the Bank General Terms of Business, and Erste Bank General Terms and Conditions of Payment Service Provision to Corporate Clients, which shall be deemed an integral part hereof, shall apply to any issue not defined herein.</p> <p>If the Client uses the e-banking and m-banking services, any accompanying documentation provided in addition to the Application/Application Form on Novoklik/Officebanking/eBiz and mBiz Service Use shall be an integral part hereof.</p> <p>Executing this Agreement, the Client shall acknowledge that Erste Bank General Terms and Conditions of Payment Service Provision to Corporate Clients and the Bank General Terms of Business have been made available to it, and that it is aware of and fully accepts the content thereof. 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, 53, 54, 58, 60, and 63 of this Law, shall not apply to this Agreement.</p>
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**Član 17.**

Ugovorne strane su saglasne da će sve eventualne sporove nastojati da reše sporazumno, u suprotnom ugovara se nadležnost suda prema sedištu Banke.

**Član 18.**

Ovaj Ugovor sastavljen je u 2 (dva) istovetna primerka, po 1 (jedan) za svaku ugovornu stranu.

Ovaj ugovor je sačinjen na srpskom i engleskom jeziku. U slučaju odstupanja, smatraće se da je verzija na srpskom jeziku važeća.

**Article 17**

The Parties agree that they shall endeavour to solve any disputes in a mutual agreement, otherwise the territorial jurisdiction of the court in the place of the head office of the Bank shall be agreed.

**Article 18**

This Agreement is made in 2 (two) counterparts, 1 (one) counterpart for each of the parties. This agreement is set up in the Serbian and English language. In case of any discrepancies the Serbian version shall prevail.

ZA KLIJENTA / ON BEHALF OF THE CLIENT

ZA BANKU / ON BEHALF OF THE BANK

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(potpis ovlašćenog lica) /  
(signature of the authorised person)  
person)

M.P. / STAMP

(za klijente koji u poslovanju sa  
Bankom koriste pečat) /  
(for the clients using the stamp  
in their operations with the Bank)

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(ime, prezime,funkcija i potpis ovlašćenog lica) /  
(name, surname, position, and signature of authorised  
person)

M.P. / STAMP

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(ime, prezime,funkcija i potpis ovlašćenog lica)  
(name, surname, position, and signature of authorised  
person)