

<p style="text-align: center;">UGOVOR O OTVARANJU I VOĐENJU PLATNOG (TEKUĆEG) DINARSKOG RAČUNA ZA STRANA PRAVNA LICA</p> <p style="text-align: center;">BROJ: IBAN:</p> <p>Zaključen u dana godine, između:</p> <p>Erste Bank a.d. Novi Sad, Novi Sad, Bulevar oslobodjenja 5, Poslovni račun broj 908-34001-19; Matični broj 08063818; PIB 101626723, koju zastupa, Jasna Terzić, predsednica Izvršnog odbora, u daljem tekstu: Banka,</p> <p><i>i</i></p> <p>(registrovani naziv i sedište, ulica i broj) matični broj ; PIB , broj računa: 340- koga zastupa ovlašćeno lice (u daljem tekstu: Klijent)</p> <p style="text-align: center;">Član 1.</p> <p>Predmet ovog Ugovora je regulisanje međusobnih prava i obaveza po osnovu otvaranja, vođenja i gašenja dinarskog platnog računa Klijenta kod Banke br. 340- i obavljanje platnih usluga.</p> <p style="text-align: center;">Član 2.</p> <p>Banka se obavezuje da:</p> <ul style="list-style-type: none"> - sve naloge Klijenta izvršava bez odlaganja, u skladu sa važećim propisima (nalozi za plaćanje se izvršavaju prema redosledu prijema, a u skladu sa Terminskim planom Banke), - uredno popunjeni nalog Klijenta, dostavljen u toku dana u roku predviđenom za prijem naloga, obradi u istom danu, a da sve naloge primljene nakon ovog vremena izvrši narednog radnog dana, - evidentira sve dnevne promene na računu i o tome dostavi Klijentu izveštaj u formi izvoda, narednog radnog dana od dana nastanka promene, bez naknade, koji će Klijent preuzimati ili koji će mu se staviti na raspolaganje na jedan od načina naznačenih u pismenom zahtevu za otvaranje računa, - na izričit zahtev Klijenta evidentira i jednom godišnje dostavi Klijentu izveštaj o naplaćenim 	<p style="text-align: center;">AGREEMENT ON RSD PAYMENT (CURRENT) ACCOUNT OPENING AND MAINTAINING TO FOREIGN CORPORATE CLIENTS</p> <p style="text-align: center;">NUMBER: : IBAN :</p> <p>Executed in on by and between:</p> <p>Erste Bank a.d. Novi Sad, Bulevar oslobodjenja 5, Business Account Number 908-34001-19; Registration Number 08063818; TIN 101626723; represented by Jasna Terzić, Executive Committee President, and Jasna Terzić, Executive Committee Member, hereinafter: Bank,</p> <p>and</p> <p>(registered name and head office, street and number) registration number ; TIN , account number:340- represented by authorised person (hereinafter: Client)</p> <p style="text-align: center;">Article 1</p> <p>The subject matter hereof shall be the definition of the mutual rights and obligations based on opening, maintaining, and closing of the Client's RSD payment account with Bank no.340- and execution of payment services .</p> <p style="text-align: center;">Article 2</p> <p>The Bank shall:</p> <ul style="list-style-type: none"> - execute any Client's orders, without any delay, in accordance with the applicable regulations (payment orders shall be executed by the sequence of receipt, in accordance with the Bank Cut-off Times), - process duly filled in Client's order, provided during day, within the term provided for order receipt, on the same day, and execute any orders received after such time on the next business day, - record any daily changes on the account and provide the Client with the report in the form of statement, on the next business day from the date of the occurrence of the change, which will be overtaken by the Client or made available to the Client in one of the manners indicated in the account opening application in writing,
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naknadama za usluge povezane s računom, u skladu sa propisima,

- 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,

- poštuje principe tajnosti računa i da informacije o računu daje samo Klijentu ili po nalogu suda ili drugog nadležnog organa u skladu sa propisima.

Član 3.

Klijent se obavezuje da:

- se prilikom obavljanja platnog prometa preko Računa pridržava važećih propisa, i Opštih uslova pružanja platnih usluga Erste Bank za poslovne subjekte,

- da uredno izmiruje obaveze po osnovu naknada i provizija za obavljanje poslova po ovom Ugovoru u skladu sa važećim cenovnikom Banke;

- podnosi Banci na realizaciju uredno popunjene naloge za plaćanje, sa priloženom dokumentacijom u skladu sa važećim propisima, u pisanoj formi ili u elektronskoj formi, potpisane od strane lica ovlašćenih na kartonima deponovanih potpisa Banke, odnosno lica kojima je na osnovu deponovanog potpisa dodeljena identifikaciona kartica ili elektronski sertifikat.

- 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 5 dana od dana preuzimanja ili stavljanja na raspolaganje izvoda,

- Banci dostavi podatke i dokumentaciju neophodne za identifikaciju fizičkog i pravnog lica u skladu sa pozitivnim propisima o sprečavanju pranja novca, kao i drugu dokumentaciju po zahtevu Banke neophodnu za poznavanje i praćenje poslovanja stranke,

- o statusnim i drugim promenama koje se registruju kod suda, odnosno drugog nadležnog

- 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 in connection with the account, in accordance with the regulations,

- review any mismatch or contest 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,

- be in conformance with the principles of account secrecy and provide only the Client with the information on the account or at the order of court or other competent authority, in accordance with the regulations.

Article 3

The Client shall:

- when executing payment transactions through the Account, be in conformance with the applicable regulations and Erste Bank General terms of providing payment services to business entities.,

- duly settle liabilities based on fees and commissions for executing transactions hereunder in accordance with the applicable price list of the Bank;

- 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 persons authorised in the signature specimens of the Bank and/or by persons who are, based on signature specimen, assigned identification card or e-certificate.

- take care of and review any statements obtained from the Bank, and file a timely complaint to the Bank relating to any mismatch or contest of debt and/or claim in such provided statement, but no later than within 5 days from the date of overtaking or making the statement available to it,

- provide the Bank with the data and documentation necessary for the identification of a private individual and legal entity in accordance with the applicable anti-money laundering regulations as well as other

organa obavesti Banku u roku od 3 dana od dana dobijanja rešenja o upisu ove promene,

- jednom godišnje dostavi Banci Izvod iz registra u kome je Klijent upisan u zemlji u kojoj ima *registrovano* sedište ili ako je osnovan u zemlji u kojoj se ne vrši upis u takav registar – drugi validni dokument o osnivanju, u skladu sa propisima zemlje sedišta na osnovu kojih se može utvrditi pravni oblik Klijenta i datum njegovog osnivanja. Klijent je dužan da navedena dokumenta dostavi Banci u kopiji koju je overio nadležni organ i u overenom prevodu na srpski jezik, koji ne mogu biti stariji od 3 meseca. Ukoliko Klijent ne dostavi navedena dokumenta Banka neće izvršavati transakcije Klijenta, dok Klijent ne dostavi ta dokumenta,

- postupa sa uobičajenom pažnjom da bi sprečio falsifikovanje, neovlašćeno izdavanje i menjanje naloga za plaćanje i obezbedi da nalozi za plaćanje budu jasni i nedvosmisleni

Član 4.

Banka može na sredstva na računu obračunavati i plaćati kamatu u skladu sa svojom poslovnom politikom.

Član 5.

Za obavljanje poslova iz ovog Ugovora, Klijent se obavezuje da plaća Banci naknadu 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) Vrednost ino troškova korespondentske banke, Banka će se refundirati od Klijenta.

Cenovnik za platne usluge Banke (u daljem tekstu Cenovnik), dostupan je na internet stranici Banke (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.

Klijent ima pravo na promenu računa prema pravilima propisanim Zakonom o platnim uslugama.

documentation, as per the request by the Bank, necessary for client due diligence,

- notify the Bank on any status and other changes registered with the court and/or other competent authority within 3 days from the date of obtaining decision on change registration,

- on an annual basis, it shall provide the Bank with the Excerpt from the register in which the Client is registered in the country in which it has the registered office or, if it is incorporated in the country in which such registration in the register is not made – other valid incorporation document, in accordance with the regulations of the country of the registered office based on which the Client's legal form and incorporation date may be identified. The Client shall provide the Bank with the aforementioned document in the copy certified by the relevant authority and in the certified translation into the Serbian language, which may not be older than 3 months. Should the client fail to provide the Bank with the aforementioned documents, the Bank will not execute the Client's transactions until the Client provides it with such documents,

- act with due care to prevent forgery, unauthorised issuance, and change of payment orders, and ensure that payment orders are clear and unambiguous.

Article 4

The Bank may calculate and pay the interest to the funds on the account, in accordance with its business policy.

Article 5

For the execution of the transactions referred herein, the Client shall pay the fee 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). The value of the international costs of a correspondent bank will be refunded by the Bank from the Client.

The Bank Payment Service Price List is available on the Bank Internet page (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 accept the application thereof, including any

Član 6.

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.

Smatraće se da se Klijent saglasio sa predloženim izmenama i dopunama, ukoliko do dana početka primene istih, nije obavestio Banku da nije saglasan.

Član 7.

Ugovor se zaključuje na neodređeni vremenski period, s tim što ga obe strane mogu otkazati u otkaznom roku od 15 dana, koji počinje da teče od dana prijema pismenog obaveštenja drugoj ugovornoj strani.

U slučaju jednostranog otkaza od strane Banke, račun će biti ugašen u roku od 20 dana od dana slanja obaveštenja o otkazu.

U slučaju jednostranog otkaza od strane Klijenta, isti je dužan da podmiri sva dospela dugovanja prema Banci.

Banka ima pravo na jednostrani raskid Ugovora bez obaveze poštovanja otkaznog roka u sledećim slučajevima:

- ukoliko utvrdi da se kod Klijenta primenjuju nedozvoljene radnje kojima se ugrožava poslovanje kako Klijenta tako i Banke (zloupotreba potpisa, pečata, neovlašćeno 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

amendments made during the validity of this Agreement, whereby a special annex thereto shall not be executed.

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.

The client is entitled to change the account according to the rules prescribed by the Law on Payment Services.

Article 6

The Bank shall notify the Client on any amendments to the Agreement no later than 15 days before the enforcement of the proposed amendments.

The amendments will be electronically delivered by the Bank if the e-mail address is available to the Bank, otherwise the delivery will be made by mail to the last address known to the Bank.

It will be deemed that the Client has acknowledged any proposed amendments if the Client has not notified the Bank on its disagreement therewith, until the date of the beginning of the application thereof.

The Client shall be entitled to, prior to the date of the application of proposed amendments, terminate the agreement excluding the payment of any fee and other charges if the Client disagrees with such amendments.

Article 7

The Agreement shall be entered into for an indefinite period, but both of the parties may terminate it within 15-day notice period, which shall start to run from the date of the receipt of notice in writing to the other party.

In the event of unilateral cancellation by the Bank, account shall be closed after expiry of 20 days from the date of sending termination notice to the Client.

The Client shall, in the event of unilateral Agreement termination, settle any outstanding liabilities to the Bank.

The Bank shall be entitled to a unilateral Agreement termination, excluding the obligation of being in compliance with the

najkasnije 15 dana od dana dostavljanja zahteva Banke,

- u drugim slučajevima propisanim Zakonom o deviznom poslovanju i Zakonom o sprečavanju pranja novca

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

Član 8.

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 usluga i proizvoda, kao i u svrhu sprovođenja 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

notice period, in the following cases:- if the Bank identified 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 any changes of data registered with competent authorities, no later than 15 days from the date of the submission of request by the Bank,

- if the Client fails to provide the documentation under which the Account data are adjusted with the change in the data referred in the above indent, no later than 15 days from the date of the submission of request by the Bank,

- if it, upon the request by the Bank, fails to provide additional documentation necessary for the process of client due diligence no later than 15 days from the date of the submission of the request by the Bank,

- in other cases, prescribed in the Law on Foreign Exchange Operations and Law on the Prevention of Money Laundering.

The Bank shall be entitled to, in the cases referred in paragraph 4 of this Article, 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 8

The Client acknowledges that the data input in the Agreement and the documentation the Bank is provided with 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.

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 personal data, and in sense of the Bank Law deemed as secrecy, for

na obradi, budu obavezana da čuvaju tajnost podataka.

Član 9.

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 trenutni 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, 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 dvostruke namene, robu koja odgovara internoj represiji ili posebnu high tech robu poput hardvera ili softvera.

Definicije i tumačenja:

„Sankcije“ 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 „Zakoni o sankcijama“). „Sankcionisana država“ 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.

„Sankcionisano lice“ 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, dopunjen ili zamenjen s vremena na vreme (b) svakog pojedinca ili subjekt koji posluje u, osnovan je u, ili je rezident Sankcionisane države, (c) svakog

the purpose 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 the data referred 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 fraud, destructions, losses, unauthorised changes, or access, and that persons engaged in processing are bound to keep data secrecy.

Article 9

The Contracting parties acknowledges:

- Sanction regimes can be subject to frequent and sometimes unexpected changes. They can also be imposed at any time by any state, international organization or supranational authority. Sanctions generally have an immediate effect.
- Sanctions affect the business operations of financial institutions and their clients, limiting and controlling the movement of goods, services and funds.
- 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

pojedina 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.

„**Organ za sankcije**“ 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.

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.

Klijent ovim putem izjavljuje i potvrđuje da:

- niti on niti bilo koje njegovo zavisno društvo ili direktori, službenici, agenti ili zaposleni:
 - (i) jeste Sankcionisano lice, ili je u vlasništvu ili pod kontrolom ili deluje u ime Sankcionisanog lica; ili
 - (ii) je angažovan u bilo kakvu aktivnost od koje bi se razumno očekivalo da dovede do toga da lice postane Sankcionisano lice; ili
 - (iii) je prekršio ili učestvovao u radnji koja bi dovela do kršenja zakona i drugih propisa o sankcijama; ili
 - (iv) posluje sa Sankcionisanim licem
 - 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.
- nije subjekt međunarodnih sankcija i neće učestvovati (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.
- 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.
- će, u meri u kojoj je to zakonski dozvoljeno, odmah nakon što to sazna, Banci dostaviti detalje o bilo kom zahtevu, radnji, tužbi,

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.

Definitions and interpretations:

“**Sanctions**” 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 “**Sanctions Laws**”).

“**Sanctioned Country**” 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.

“**Sanctioned Person**” 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.

“**Sanctions Authority**” 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 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.

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.

The Client hereby declares and confirms that:

- None of the Client, or any of its affiliates, or any of their directors, officers, agents or employees:

<p>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.</p> <ul style="list-style-type: none"> ▪ 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, ponuđenim ili održavanim po tom proizvodu; <p>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 style="text-align: center;">Član 10.</p> <p>Za sve što nije regulisano ovim ugovorom primenjivaće se važeći propisi, Opšti uslovi poslovanja Banke, i Opšti uslovi pružanja platnih usluga Erste Bank za poslovne subjekte, koji se smatraju sastavnim delom ovog Ugovora. 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> <p style="text-align: center;">Član 11.</p> <p>Ugovorne strane saglasne su da će sve eventualne sporove koji proističu iz ovog ugovornog odnosa nastojati da reše sporazumno, a ukoliko nije moguće, ugovaraju nadležnost suda u sedištu Banke.</p> <p style="text-align: center;">Član 12.</p> <p>Klijent se obeležavanjem jedne od dve opcije opredeljuje za način poslovanja sa Bankom:</p> <p style="padding-left: 40px;">Klijent izričito zahteva da u poslovanju sa Bankom koristi pečat.</p> <p style="padding-left: 40px;">Klijent u poslovanju sa bankom ne koristi pečat.</p>	<ul style="list-style-type: none"> (i) is, or is owned or controlled by, or acting on behalf of a Sanctioned Person; or (ii) has engaged in any activity that could reasonably be expected to result in it being designated as a Sanctioned Person; or (iii) has violated, or taken any action, that would result in a violation of Sanctions Laws; or (iv) conducts business with a Sanctioned Person. <ul style="list-style-type: none"> ▪ 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. ▪ 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. ▪ 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. ▪ 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. ▪ 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; ▪ 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; <p style="text-align: center;">Article 10</p>
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The applicable regulations, the Bank General Terms of Business, and Erste Bank General Terms of Payment Service Provision to Corporate Clients, which shall be deemed an integral part hereof, shall apply to any issue not defined herein.

Executing this Agreement, the Client shall acknowledge that Erste Bank General Terms 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 para 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.

Article 11

The Parties agree that they shall endeavour to solve any disputes arising from this Agreement in a mutual agreement, otherwise, they shall agree the territorial jurisdiction of the court in the place of the Bank registered office.

Article 12

By checking one of the two options, the client chooses the method of operation with the Bank:

The Client explicitly requests to use the stamp in its operations with the Bank.

The Client shall not use the stamp in its operations with the Bank.

Član 13.	Article 13
Ugovor je zaključen u 2 (dva) istovetna primerka, po 1 (jedan) za svaku ugovornu stranu.	This Agreement is executed in 2 (two) counterparts, 1 (one) counterpart for each of the parties.
ZA KLIJENTA / ON BEHALF OF THE CLIENT	ZA BANKU / ON BEHALF OF THE BANK

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

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

M.P. / STAMP

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