**UGOVOR O OTVARANJU I VOĐENJU**

**DINARSKOG TEKUĆEG RAČUNA ZA DOMAĆA PRAVNA LICA**

***AGREEMENT ON OPENING AND MAINTAINING***

***RSD CURRENT ACCOUNT TO RESIDENT CORPORATE CLIENTS***

**BROJ:**

***NUMBER:***

zaključen u       dana       godine, između:

*entered into in       on       by and between:*

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

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

i

*and*

(registrovani naziv i sedište, ulica i broj)

matični broj      ; PIB      , broj računa:      ; koga zastupa       ovlašćeno lice (u daljem tekstu: Klijent)

*(registered name and office, street and number)*

*registration number      ; TIN      , account number:      ; represented by       authorized person (hereinafter: Client)*

**Član 1.**

***Article 1***

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

*The subject matter hereof shall be the definition of the mutual rights and obligation when opening, maintaining, and closing the RSD 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.*

**Član 2.**

***Article 2***

Banka se obavezuje da:

*The Bank shall undertake to:*

* otvori i vodi tekući račun
* *open and maintain current account*
* izda debitnu karticu na zahtev Klijenta,
* *issue debit card upon the Client's request,*
* prima, izvršava i evidentira platne naloge u korist i na teret Računa, do visine pokrića na Računu, u rokovima i na način propisan Zakonom o platnim uslugama (u daljem tekstu: Zakon);
* *receive, execute, and record payment orders in favour of and at the charge of 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);*
* prima i izvršava platne naloge Klijenta, koji su izdati u pisanoj formi ili elektronskoj formi u zavisnosti od kanala komunikacije sa Bankom;
* *receive and execute the Client's payment orders, issued in writing or electronically depending on the communication channel with the Bank;*
* platne naloge izvršava prema datumu izvršenja, redosledu prijema i propisanom redosledu, a sve u skladu Terminskim planom Banke;
* *payment orders shall be executed according to date of execution, sequence of receipt, and prescribed sequence, fully in accordance with the Bank Cut-off Times;*
* 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;
* *The Client shall be provided statements on any changes on the account on the next day, but not 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 is made available to it in the manner indicated in account opening application in writing;*
* 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;
* *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;*
* 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.
* *be in conformance with the principles of the Account secrecy and provide the information on the Account and executed transactions only to the Client and based on the Client's authorisation, at the order of court or other competent authority, in accordance with regulations.*

**Član 3.**

***Article 3***

Klijent se obavezuje da:

*The Client shall undertake to:*

* se prilikom obavljanja platnih usluga preko Računa pridržava važećih propisa i Opštih uslova pružanja platnih usluga Erste Bank za poslovne subjekte
* *when executing payment services through the Account, be in compliance with the applicable regulations and Erste Bank General Terms of Payment Service Provision to Corporate Clients*
* da platne naloge izdaje i autentifikuje ih u formi i na način u skladu sa Opštim uslovima pružanja platnih usluga, u zavisnosti od kanala komunikacije sa bankom,
* *issue and authenticate payment orders in the form and in the manner in accordance with the General Terms of Payment Service Provision, depending on the communication channel with the Bank,*
* da uredno izmiruje obaveze po osnovu naknada i provizija za obavljanje poslova po ovom Ugovoru u skladu sa važećim cenovnikom Banke;
* *duly settle liabilities based on fees and commissions for executing transactions hereunder in accordance with the applicable price list of the Bank;*
* o statusnim i drugim promenama koje se registruju kod suda, odnosno drugog nadležnog organa obavesti Banku u roku od 3 (tri) dana od dana dobijanja rešenja o upisu promene kod nadležnog organa;
* *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;*
* 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;
* *not to 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 law;*
* proverava tačnost podataka u izveštajima dobijenim od Banke i da ukoliko utvrdi neslaganje, o tome obavesti Banku u roku od tri dana od dana prijema izvoda;
* *verify the accuracy of data in statements obtained from the Bank and, if any mismatch is identified, the Bank shall be notified thereof within three days from statement receipt;*
* potpisivanjem ovog Ugovora neopozivo ovlašćuje Banku da vrši ispravke pogrešnih terećenja i odobrenja Računa;
* *executing this Agreement, it shall irrevocably authorise the Bank to make corrections of inaccurate charges and credits of the Account;*
* 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;
* *act with due care to prevent forgery, unauthorised issuance, and change of payment orders, and ensure that payment orders are clear and unambiguous;*
* 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.
* *provide data and documentation to the Bank necessary for the identification of private individual and corporate client in accordance with anti-money laundering regulations, as well as other documentation, as requested by the Bank, necessary for client operation knowing and monitoring.*

**Član 4.**

***Article 4***

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.

*The Client shall ensure to provide the Bank duly filled in payment orders for execution, including attached documentation in accordance with the applicable regulations, in writing or electronically, signed by authorised persons in signature specimens of the Bank and/or by persons who are, based on signature specimen assigned identification card or e-certificate.*

**Član 5.**

***Article 5***

Klijent na osnovu ovog ugovora može koristiti i usluge elektronske banke Novoklik/Office banking/Netbanking, čime mu se omogućava da elektronskim putem vrši:

*Based on this agreement, the Client may also use e-banking services Novoklik/Office banking/Netbanking, ensuring it to electronically execute:*

* upit u stanje na računima;
* *account balance inquiry;*
* pregled prometa na računima;
* *overview of account balance;*
* pregled izvoda;
* *statement overview;*
* plaćanje obaveza elektronskim platnim nalozima
* *payment of liabilities using electronic payment orders*
* prijem i slanje e-faktura (u okviru NovoKlik-a) čime je omogućena distribucija e-faktura, njihovo automatsko plaćanje, knjiženje, i dugoročno arhiviranje e-računa.
* receiving and sending e-invoices (within NovoKlik) ensuring e-invoice distribution, automatic payment thereof, booking, and long-term e-account archiving.

**Član 6.**

***Article 6***

Uslovi koje Klijent treba da ispuni za korišćenje elektronske banke Novoklik/Office banking/Netbanking su:

*The conditions to be met by the Client to use e-banking Novoklik/Office banking/Netbanking shall include:*

- da obezbedi odgovarajuću računarsku i komunikacionu opremu,

*- to ensure appropriate computer and communication equipment,*

- Banci dostavi pravilno ispunjen i potpisanu pristupnicu za odobrenje korišćenja Novoklik/Office banking/Netbanking -a, i odgovarajuću propratnu dokumentaciju u zavisnosti za koji proizvod elektronske banke se Klijent odlučio,

*- provide the Bank duly filled in and signed application form for the approval of using Novoklik/Office banking/Netbanking, and appropriate accompanying documentation depending on the e-banking Product chosen by the Client;*

- da zakonski zastupnik klijenta ovlasti jedno ili više lica za korišćenje Novoklik/Office banking-a, dok je za korišćenje Netbanking-a neophodno da zakonski zastupnik ovlasti isključivo lice ili više lica koja se nalaze na depo kartonu,

*- legal representative of the Client is to authorise one or several persons for using Novoklik/Office banking, whereas, for Netbanking use, it shall be necessary for legal representative to exclusively authorise one or several persons listed in the signature specimen,*

- da izmiri troškove pristupa elektronskoj banci, u skladu sa Cenovnim pravilnikom Sektora poslova sa pravnim licima Banke/Cenovnikom usluga za mikro klijente.

*- settle costs of accessing e-banking in accordance with the Bank Corporate Banking Division Price List and Micros Service Price List.*

**Član 7.**

***Article 7***

Po odobrenju zahteva za korišćenje Novoklik/Office banking/Netbanking usluga, Banka dostavlja Klijentu:

*Upon the approval of the application for using Novoklik/Office banking/Netbanking services, the Bank shall provide to the Client:*

- korisničku identifikaciju

*- user identification*

- Priručnik/Uputstvo za korišćenje Novoklik/Office banking/Netbanking usluga, odnosno instalacioni paket sa uputstvima za korišćenje, putem aktiviranja odgovarajućeg link-a,

*- Manual/Instruction on Using Novoklik/Office banking/Netbanking services and installation package containing instructions on use, by activating relevant link,*

**Član 8.**

***Article 8***

Banka na zahtev Klijenta izdaje debitnu Visa business karticu.

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,

*The Bank shall, upon the Client's request, issue debit Visa business card.*

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

**Član 9.**

***Article 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](http://portal/C1/Naknade%20tarife%20i%20kamate/Katalog%20proizvoda/Katalog%20%20proizvoda%20Sektora%20za%20poslove%20sa%20stanovništvom%20za%20mikro%20subjekte%20sa%20primenom%20od%2019.12.2011.doc).

*For the execution of transactions referred to herein, the Client shall undertake to 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*](http://portal/C1/Naknade%20tarife%20i%20kamate/Katalog%20proizvoda/Katalog%20%20proizvoda%20Sektora%20za%20poslove%20sa%20stanovništvom%20za%20mikro%20subjekte%20sa%20primenom%20od%2019.12.2011.doc)*.*

Cenovnik Banke, dostupan je na internet stranici Banke (www.erstebank.rs) i u poslovnim prostorijama Banke.

*The Bank Price List is available on the Bank Internet page (www.erstebank.rs) and in the Bank business premises.*

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.

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

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

*The Bank shall electronically, or by mail, notify the Client on the Price List amendment, but not later than 15 days from the beginning of the application thereof.*

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

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

Potpisivanjem ovog Ugovora Klijent izričito ovlašćuje Banku da naknadu naplaćuje direktno sa Računa, a u slučaju da na Računu nema dovoljno sredstava da se naplati iz sredstava sa drugih računa otvorenih kod Banke, ukoliko sredstva na istim nisu izuzeta od naplate.

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

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.

*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 excluded from collection.*

**Član 10.**

***Article 10***

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.

*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.*

**Član 11.**

***Article 11***

Banka je dužna da obavesti Klijenta o svakoj izmeni elemenata Ugovora najmanje 15 dana pre stupanja na snagu te izmene.

*The Bank shall ensure to notify the Client on any change of the Agreement elements not later than 15 days prior to the enforcement of such change.*

**Član 12.**

***Article 12***

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.

*This Agreement shall be entered into 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 to other party.*

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.

*The Client shall, in the event of unilateral Agreement termination, prior to filing Account Closing Application, settle any outstanding liabilities to the Bank resulting from this Agreement.*

Banka ima pravo na jednostrani raskid Ugovora u sledećim slučajevima:

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

- 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.),

*- if it has been identified by the Bank the Client has applied unauthorised actions affecting the operation of both the Client and the Bank (misuse of signature, stamp, unauthorised payment order completion and submission, etc.)*

- ukoliko Klijent ne prijavi tačne podatke kao i promene podataka koje se registruju kod nadležnih organa,

*- if the Client fails to report accurate data as well as changes of data registered with competent authorities,*

- ukoliko Klijent ne dostavi dokumentaciju kojom se podaci o Računu usklađuju sa promenom podataka iz prethodne alineje,

*- if the Client fails to provide the documentation under which the Account data are adjusted with the change of the data referred to in the above indent,*

- ukoliko na zahtev Banke ne dostavi dodatnu dokumentaciju neophodnu za postupak poznavanja i praćenja stranke,

*- if, upon the request by the Bank, it fails to provide additional documentation necessary for the procedure of client knowing and monitoring,*

- 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 i Opštim uslovima pružanja platnih usluga Erste Bank za poslovne subjekte.

- 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 and Erste Bank General Terms of Payment Service Provision to Corporate Clients.

Banka ima pravo da u slučajevima iz stava 3. ovog člana, alineja 1-4 privremeno obustavi platne usluge, do dostavljanja validne dokumentacije i podataka od strane Klijenta, o čemu obaveštava Klijenta pisanim putem.

*The Bank shall be entitled to, in the cases referred to in paragraph 3 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.*

**Član 13.**

***Article 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 usluga i proizvoda, kao i u svrhu sprovođenja istraživanja i analiza za potrebe Banke.

*The Client shall acknowledge that the data input in the Agreement and the documentation provided to the Bank are true and authentic, and that they have not been changed until the date of entering into this Agreement.*

*The Client shall ensure to 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 be able to use, process, and retain any data presented to the Bank when entering into agreement, 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 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.*

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 obrađivati 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 sprovođenja istraživanja  i analiza za potrebe Banke . Data saglasnost  važi do njenog opoziva i u druge svrhe se ne može koristiti.

*The Client agrees and herewith authorises the Bank to forward and outsource data processing referred to in the above paragraph to other members of Erste Group, Forum for Prevention of 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 who 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.*

*The client shall agree and shall hereby authorize the Bank to require, overtake, use, store and process the reports from the Credit Bureau which contain the data on the Client, during the term hereof, with the purpose of the improvement of business cooperation with the Client, development and improvement of the Bank services, provision of adequate service to the Client, as well as the implementation of research and analysis for the purposes of the Bank. The given consent shall be valid until its revocation and cannot be used for other purposes*.

**Član 14.**

***Article 14***

Za sve što nijeregulisanoovim 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 elektronske banke, sastavni deo ovog Ugovora čini propratnadokumentacija podneta uz Zahtev/Pristupnicu za korišćenje Novoklik/Netbanking/Officebanking usluga.

*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 anything not defined herein.*

*If the Client uses the e-banking services, accompanying documentation provided in addition to the Application/Application Form on Novoklik/Netbanking/Officebanking Service Use shall be an integral part hereof.*

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, 58, 60. i 63. ovog zakona.

*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. 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.*

**Član 15.**

***Article 15***

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

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

**Član 16.**

***Article 16***

Klijent se obeležavanjem jedne od dve opcije opredeljuje za način poslovanja sa Bankom:

*Selecting one of the two options, the client shall choose the method of operation with the Bank:*

Klijent izričito zahteva da u poslovanju sa Bankom koristi pečat. Banka je u obavezi da odbije prijem i realizaciju dokumentacije koja nije overena pečatom Klijenta.

*The Client explicitly requires to use the stamp in its transactions with the Bank. The Bank is bound to reject the receipt and execution of the documentation not verified with the Client’s stamp.*

Klijent u poslovanju sa bankom ne koristi pečat.

*The Client does not use stamp in its transactions with the Bank.*

***Član 17.***

***Article 17***

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

*This Agreement is made in 2 (two) counterparts, one (one) counterpart for each of the parties.*

KLIJENT ZA BANKU

*CLIENT ON BEHALF OF THE BANK*

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( potpis ovlašćenog lica) (ime, prezime,funkcija i potpis ovlašćenog lica)

*(signature of authorised person) (name, surname, position and signature of authorised person)*

*M.P./STAMP* M.P. / *STAMP*

*(za klijente koji u poslovanju sa Bankom koriste pečat/*

*for clients who use the stamp in its transactions with the Bank)*

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(ime, prezime,funkcija i potpis ovlašćenog lica)

*(name, surname, position and signature of authorised person)*