**UGOVOR O OTVARANJU I VOĐENJU**

**NAMENSKOG DINARSKOG TEKUĆEG RAČUNA ZA DOMAĆA PRAVNA LICA**

**BROJ:**

***AGREEMENT ON OPENING AND MAINTENANING***

***ESCROW RSD CURRENT ACCOUNT FOR DOMESTIC LEGAL ENTITIES***

***NO.:***

Zaključen u       dana       godine, između:

Erste Bank a.d. Novi Sad, Novi Sad, Bulevar oslobođenja 5, MB: 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)

i

**,      ,**

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

*Entered into in       on       by and between:*

*Erste Bank a.d. Novi Sad, Novi Sad, Bulevar oslobođenja 5, reg. no.: 08063818, TIN: 101626723, current account no. 908-34001-19, represented by Slavko Carić, Bank Executive Committee President, and Jasna Terzić, Bank Executive Committee Member (hereinafter: Bank)*

*and*

***,      ,***

*(registered name and headquarters, street and number), reg. no.:      , TIN:      , account no.: 340 -      , represented by       the authorized person (hereinafter: Client)*

**Član 1.**

Predmet ovog Ugovora je regulisanje međusobnih prava i obaveza prilikom otvaranja, vođenja i gašenja namenskog dinarskog tekućeg računa br.: 340 -       (u daljem tekstu; Račun), kao i u obavljanju platnih usluga preko računa koji Klijent otvara u Banci, u skladu sa važećim propisima.

Ugovor o računu otvara se za sledeću namenu:      .

U skladu sa članom 48. Stav 5. Zakona o platnom prometu ("Službeni list SRJ", br. [3/2002](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm" \l "zk3/02), [5/2003](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm#zk5/03) i ''Službeni glasnik RS'', br. [43/2004](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm#zk43/04), [62/2006](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm#zk62/06) i [31/2011](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm#zk31/11) ), i članom 231 Zakona o platnim uslugama (''Službeni glasnik RS'' br. 139/2014), Račun je izuzet iz blokade u slučaju prinudne naplate.

Banka na sredstva koja se vode na tekućem računu, ne obračunava kamatu.

***Article 1***

*The subject hereof shall be the definition of mutual rights and responsibilities in case of opening, maintenance and closing of escrow RSD current account no.: 340 -       (hereinafter: Account), as well as in case of the execution of payment services through account opened by the Client at the Bank, in accordance with the current regulations.*

*The Agreement on the Account shall be opened for the following purpose:      .*

*Pursuant to Article 48 paragraph 5 of the Law on Payment Transactions ("Official Gazette of SRJ", no.* [*3/2002*](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm#zk3/02)*,* [*5/2003*](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm#zk5/03) *and ''Official Gazette of RS'', no.* [*43/2004*](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm#zk43/04)*,* [*62/2006*](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm#zk62/06) *and* [*31/2011*](https://portal/sektorprocesinga/Direkcija_platnog_prometa/odeljenje_PP_sa_inostranstvom/Dokumentacija/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Documents%20and%20Settings/vspasojevic/Local%20Settings/Documents%20and%20Settings/vspasojevic/Local%20Settings/Appli/l3889.htm#zk31/11)*) and Article 231 of the Law on Payment Services (''Official Gazette of RS'', no. 139/2014), the Account shall be excluded from the block in the event of enforcement.*

*The Bank shall not calculate the interest to the funds held at the current account.*

**Član 2.**

Banka se obavezuje da:

* otvori i vodi namenski račun;
* prima, izvršava i evidentira platne naloge i 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);
* prima i izvršava platne naloge Klijenta, koji su izdati u pisanoj formi ili elektronskoj formi u skladu sa Zakonom i Opštim uslovima pružanja platnih usluga;
* platne naloge izvršava prema datumu dospeća, redosledu prijema i propisanom redosledu, a sve u skladu sa Terminskim planom Banke;
* 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;
* 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;
* 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.

***Article 2***

*The Bank shall be bound to:*

* *open and maintain the escrow account;*
* *receive, execute and record payment orders in favor of and at the charge of the Account, up to the amount of the cover at the Account, within deadlines and in the manner stipulated by the Law on Payment Services (hereinafter: Law);*
* *receive and execute payment orders of the Client, issued in paper form or electronic form in accordance with the Law and General Terms of Payment Service Provision;*
* *execute payment orders according to the date of their maturity, order of receipt and stipulated order, in accordance with the Bank Cut-Off Plan;*
* *shall deliver reports to Client on all changes at the Account on the following day, within two days after the execution of the change at the Account or the delivery of order in the form of statement which the Client overtakes or which is made available to him/her, in the manner stipulated in the Account Opening Application in writing,*
* *review any mismatch or debt and/or claim contest under the Account indicated by the Client;*
* *ensure relevant information and, depending on them, make necessary adjustments and corrections at the Account;*
* *observe the principles of the Account Secrecy and provide the information on the Account and the executed transactions only to Client or based on the authorizations of the Client, upon the order of the court or other competent authority, in line with the regulations.*

**Član 3.**

Klijent se obavezuje da:

* pre otvaranja računa Banci dostavi validnu dokumentaciju kojom se dokazuje osnov otvaranja namenskog računa koji je, u skladu sa članom 48. Stav 5. Zakona o platnom prometu izuzet iz blokade u slučaju prinudne naplate, kao i poziv na zakon ili drugi propis kojim je uređeno da se ta sredstva drže odvojeno od sredstava na redovnom tekućem računu;
* se prilikom obavljanja platnih usluga 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;
* 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;
* 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, osim u slučajevima predviđenim zakonom;
* 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;
* potpisivanjem ovog Ugovora neopozivo ovlašćuje Banku da vrši ispravke pogrešnih terećenja i odobrenja Računa;
* 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;
* 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.

***Article 3***

*The Client shall be bound to:*

* *before opening the Account, deliver the Bank valid documentation as evidence on the basis for opening escrow current account which is in accordance with Article 48 paragraph 5 of the Law on Payment Transactions excluded from block in the event of enforcement, as well as reference to a law or other regulation which stipulates that such funds are held separately from the funds at the regular current account;*
* *observe current regulations and General Terms of Payment Service Provision of Erste Bank for legal entities when executing payment services through Account;*
* *duly settle liabilities based on fees and commissions for the execution of business hereunder in accordance with the current Bank pricelist;*
* *inform the Bank on the status and other changes registered at court, i.e. other competent authority within 3 (three) days upon receiving the decision on the registration of the change at the competent authority;*
* *not to settle liabilities based on agreements on the change of creditors, i.e. debtors (assignment, session, debt accession, debt takeover, debt assignment, etc.) if their accounts are blocked at the moment of the payment, for the purpose of the execution of enforcement, except in cases stipulated by the law;*
* *verify the correctness of data in reports received from the Bank and if mismatch is identified, inform the Bank accordingly within three days as of the day of the receipt of excerpt;*
* *by signing this Agreement irrevocably authorize the Bank to execute corrections of wrong burdening and approvals of the Account;*
* *act with the usual attention in order to prevent forgery, unauthorized issuance and change of payment orders and to ensure that the payment orders are clear and unambiguous;*
* *deliver the Bank data and documentation necessary for the identification of private individual and legal entity in accordance with the regulations on prevention of money laundering, as well as other documentation upon the request of the Bank necessary for knowing and monitoring the client's business.*

**Član 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.

Klijent je dužan da naloge platnog prometa dostavlja Banci isključivo radi izvršenja transakcija koje su u skladu sa namenom Računa, navedenom u članu 1. Stav. 2 ovog Ugovora.

Radi izbegavanja svake sumnje, Banka nije odgovorna za nenamensko korišćenje sredstava na Računu od strane Klijenta, i ima pravo da odbije transakciju iniciranu od strane Klijenta, ukoliko i kada utvrdi da ista nije u skladu sa namenom Računa, navedenom u članu 1. Stav. 2 ovog Ugovora.

***Article 4***

*The Client shall be obliged to submit to the Bank for the execution duly completed payment orders, with enclosed documentation in accordance with the current regulations, in writing or electronic form, signed by the authorized persons at the signature specimen of the Bank, i.e. persons who have been assigned identification card or e-certificate based on the signature specimen.*

*The Client shall be obliged to deliver the payment transaction orders to the Bank for the purpose of transactions which are in accordance with the purpose of the Account, stated in Article 1 paragraph 2 exclusively.*

*For the purpose of avoidance of any suspicion, the Bank shall not be responsible for unintentional use of funds at the Account by the Client, and has the right to reject transaction initiated by the Client, if and when Bank identifies that it is not in accordance with the Account purpose stated in Article 1 paragraph 2 hereof.*

**Član 5.**

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

* upit u stanje na računima;
* pregled prometa na računima;
* pregled izvoda;
* plaćanje obaveza elektronskim platnim nalozima;
* prijem i slanje e-faktura (u okviru NovoKlik-a) čime je omogućena distribucija e-faktura, njihovo automatsko plaćanje, knjiženje, i dugoročno arhiviranje e-računa.

***Article 5***

*Based on this Agreement, the Client can use e-banking services Novoklik/Office Banking/NetBanking, which enable the following:*

* *inquiry of the balance at the accounts;*
* *overview of transfer at the accounts;*
* *overview of statements;*
* *payment of liabilities by electronic payment orders;*
* *receipt and sending of e-invoices (within NovoKlik) which enables the distribution of e-invoices, their automatic payment, booking, and long-term archiving of e-invoices.*

**Član 6.**

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

* da obezbedi odgovarajuću računarsku i komunikacionu opremu;
* Banci dostavi pravilno ispunjenu i potpisanu pristupnicu i dokumentaciju za odobrenje korišćenja Novoklik/Office banking/Netbanking-a, i odgovarajuću propratnu dokumentaciju u zavisnosti za koji proizvod elektronske banke se Klijent odlučio;
* da zakonski zastupnik Klijenta ovlasti jedno ili više lica za korišćenje Novoklik-a/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;
* da izmiri troškove pristupa elektronskoj banci, 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).

***Article 6***

*Conditions which the Client should meet for the use of e-bank, NovoKlik/Office Banking/NetBanking are:*

* *to ensure adequate computer and communication equipment;*
* *to deliver the Bank duly completed and signed application and documentation for the approval of use of NovoKlik/Office Banking/NetBanking and adequate accompanying documentation depending on the product of e-bank which the Client has chosen;*
* *to ensure that the legal representative of the Client authorizes one or several persons for the use of NovoKlik/Office Banking, while for the use of NetBanking it is necessary that the legal representative authorizes only a person or several persons who are at the signature specimen;*
* *to settle the costs of access to e-bank, in accordance with the Payment Service Pricelist and Small Enterprise and Entrepreneur Department Product and Service Pricelist (hereinafter: Pricelist),* [*depending on whether the Client is segmented in the category of legal entities or micro subjects*](http://portal/C1/Naknade%20tarife%20i%20kamate/Katalog%20proizvoda/Katalog%20%20proizvoda%20Sektora%20za%20poslove%20sa%20stanovni%C5%A1tvom%20za%20mikro%20subjekte%20sa%20primenom%20od%2019.12.2011.doc)*.*

**Član 7.**

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

* korisničku identifikaciju;
* Priručnik/Uputstvo za korišćenje Novoklik/Netbanking usluga, odnosno instalacioni paket sa uputstvima za korišćenje, putem aktiviranja odgovarajućeg link-a.

***Article 7***

*Upon the approval of the application for the use of NovoKlik/Office Banking/NetBanking, the Bank shall deliver the Client:*

* *user identification;*
* *User Manual for the use of Novoklik/NetBanking services, i.e. installation package with the user manual, through archiving of the adequate link.*

**Član 8.**

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).

Cenovnik Banke, u delu koji se odnosi na visinu naknada i provizija za obavljanje platnih usluga 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.

Potpisivanjem ovog Ugovora Klijent izričito ovlašćuje Banku da naknadu naplaćuje direktno sa redovnog tekućeg računa Klijenta otvorenog u Banci, br. 340 -      , a u slučaju da na navedenom računu nema dovoljno sredstava, da se naplati iz sredstava sa ostalih 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 računa navedenog u prethodnom stavu ovog člana, po prvom prilivu sredstava, ukoliko sredstva na računima nisu izuzeta od naplate.

***Article 8***

*For the execution of operations herein, the Client shall be obliged to pay the Bank the fees in accordance with Payment Service Pricelist and Small Enterprise and Entrepreneur Department Product and Service Pricelist (hereinafter: Pricelist),* [*depending on whether the Client is segmented in the category of legal entities or micro subjects*](http://portal/C1/Naknade%20tarife%20i%20kamate/Katalog%20proizvoda/Katalog%20%20proizvoda%20Sektora%20za%20poslove%20sa%20stanovni%C5%A1tvom%20za%20mikro%20subjekte%20sa%20primenom%20od%2019.12.2011.doc)*.*

*The Pricelist of the Bank, in the part related to the amount of fee and commissions for the execution of payment services, is available at the website of the bank (www.erstebank.rs) and at business premises of the Bank.*

*The Contractual Parties shall agree that the Bank retains the right to amend the Pricelist, and shall accept their application with all amendments passed during the validity of this Agreement, without entering into a special annex.*

*The Bank should inform the Client on the change of the Pricelist electronically, i.e. via mail, at least 15 days before the beginning of its application.*

*It shall be assumed that the Client has agreed with the amendments of the Pricelist unless he/she informs the Bank that he/she does not accept them before the day of their application.*

*By entering into this Agreement, the Client shall explicitly authorize the Bank to collect the fee directly from regular current account of the Client opened at the Bank, no. 340 -      , and in case there is insufficient amount of funds at the stated account, to collect the amount from the funds from the remaining accounts opened at the Bank, if such funds have not been excluded from payment.*

*The Client shall authorize the Bank to collect the calculated non-collected fee in the event of lack of funds from the account stated in the previous paragraph hereof, upon the first following incoming payment, if the funds at the accounts are not excluded from the collection.*

**Član 9.**

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.

***Article 9***

*Any damage made by the parties to each other while executing this Agreement and payment transactions shall be resolved in line with the provisions of the Law on Payment Services and Law on Contracts and Torts.*

**Član 10.**

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

***Article 10***

*The Bank shall be obliged to inform the Client on each change of elements of the Agreement at least 15 days before the change coming into force.*

**Član 11.**

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.

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.

Banka ima pravo na jednostrani raskid Ugovora 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 nenamenski koristi sredstva Računa, suprotno nameni utvrđenoj u članu 1. Stav 2. ovog Ugovora;
* ukoliko Klijent ne prijavi tačne podatke kao i promene podataka koje se registruju kod nadležnih organa, odnosno ukoliko Klijent ne dostavi dokumentaciju kojom se podaci o Računu usklađuju sa promenom podataka registrovanim kod nadležnog registra;
* ukoliko na zahtev Banke ne dostavi dodatnu dokumentaciju neophodnu za postupak poznavanja i praćenja stranke;
* 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.

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.

***Article 11***

*This Agreement shall be entered into for an indefinite period of time, with the possibility of the cancellation by any Contractual Party, with the notice period of 15 days as of the date of the receipt of the notice in writing to the other party.*

*In the event of unilateral cancellation of the Agreement, before filing the Request for Closing the Account, the Client shall be obliged to settle all liabilities towards the Bank which arise from this Agreement.*

*The Bank shall be entitled to unilaterally cancel the Agreement in the following cases:*

* *if it is identified that there are unauthorized actions at the Client which endanger the operation of both Client and the Bank (misuse of signatures, stamps, unauthorized completion and submission of payment transaction orders etc.);*
* *if the Client uses the funds from the Account for unspecified purposes, contrary to the purpose defined in Article 1 paragraph 2 hereof;*
* *if the Client fails to report correct data as well as the changes of the data registered at the competent authorities, i.e. if the Client fails to deliver the documentation by which the data about the Account are complied with the change of the data registered at the competent register;*
* *unless additional documentation necessary for the procedure of knowing and monitoring of the client is delivered upon the request of the Bank;*
* *in other cases stipulated by the Law on Contract and Torts and Law on Prevention of Money Laundering and the Financing of Terrorism, as well as in other cases stipulated by current regulations and General Terms of Payment Service Provision of Erste Bank for business entities.*

*The Bank shall be entitled to temporarily terminate payments services in cases from paragraph 3 indent 1-4 hereof, until the valid documentation and data have been obtained from the Client, about which the Client shall be informed in writing.*

**Član 12.**

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.

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

***Article 12***

*The Client shall confirm that the data input in the Agreement and the documentation provided to the Bank are true and authentic, and that they have not been amended before the day of entering into this Agreement.*

*The Client shall be obliged to immediately inform the Bank in writing on any changes of the address. Otherwise, all letters/notifications will be sent to the Client to the last known address. The consequences of the failure to settle these liabilities shall be borne by the Client.*

*The Client shall agree and authorize the Bank to use, process and safeguard all the data presented to the Bank when entering into this Agreement, as well as the data the Bank gains during the execution of this Agreement, and which are in terms of the Law on Data Protection considered personal, and in terms of the Law on Bank considered secrecy, with the purpose of the execution of this Agreement, improvement of business cooperation with the clients, development of its services and products, as well as for the purpose of conducting research and analysis of the Bank’s needs.*

*The Client shall agree and authorize the Bank to forward and entrust the data from the previous paragraph to the members of Erste Group, Forum for the Prevention of Abuse of Credit Operations, Forum for the Prevention of Abuse of Payment Cards, or to third parties, with the purpose of achieving more quality and efficient data processing reporting on Erste Group level, as well as for other business needs of the Bank, providing the Bank, by the contractual relationship with the respective corporate clients to whom it performs the transfer and entrusts the data processing, has ensured the same or higher level of confidentiality, secrecy and data integrity protection applicable towards the clients, as well as that it has ensured that the data are appropriately protected from abuse, detriment, loss, unauthorized changes and access, and that the persons who are engaged in processing are obliged to maintain the confidentiality of data.*

*The Client shall agree and hereby authorize the Bank to be able to require, take, use, keep and process Credit Bureau reports which contain the data on the Client during the tenor of this Agreement, 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 surveys and analyses for the purpose of the Bank. The given consent shall be valid until its revocation and it cannot be used for other purposes.*

**Član 13.**

Za sve što nijeregulisanoovim 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.

Ukoliko Klijent koristi usluge elektronske banke, sastavni deo ovog Ugovora čini propratnadokumentacija podneta uz Zahtev/Pristupnicu za korišćenje Novoklik/Netbanking/Officebanking usluga.

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.

***Article 13***

*The applicable regulations, Bank General Terms of Business and the Bank General Terms of Payment Service Provision for business entities, which shall be deemed an integral part hereof, shall apply to anything not defined herein.*

*If the Client uses e-bank services, the integral part hereof shall be accompanying documentation filed with the application for the use of NovoKilik/NetBanking/Office Banking services.*

*By entering into this Agreement, the Client shall confirm that before entering into the Agreement, he/she has been presented General Terms of Payment Service Provision of Erste Bank for business entities as well as the Bank General Terms of Business, thus that he/she is familiar with their content and that he/she accepts them completely.*

*Regulations of Chapter II of the Law on Payment Services, except Articles 14 and 15, Article 16 paragraphs 3 and 4 and Article 32 of this Law shall not be applied hereto, as well as regulations of Articles 51, 58, 60 and 63 of this Law.*

**Član 14.**

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

***Article 14***

*The Contractual Parties shall agree that all possible disputes will be solved amicably, otherwise the competence of the court according to the Bank headquarters shall be agreed on.*

**Član 15.**

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

***Article 15***

*This Agreement shall be made in 2 (two) copies, 1 (one) copy for each Contractual Party.*

**Član 16.**

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

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.

Klijent u poslovanju sa bankom ne koristi pečat.

***Article 16.***

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

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.

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

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| --- | --- |
| KLIJENT  *CLIENT*    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (potpis ovlašćenog lica / *signature of the authorized person*)    *M.P./STAMP*  *(za klijente koji u poslovanju sa Bankom koriste pečat/*  *for clients who use the stamp in its transactions with the Bank)* | ZA BANKU  *ON BEHALF OF THE BANK*    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (ime, prezime,funkcija i potpis ovlašćenog lica / *name, surname, position and signature of the authorized person*)  M.P. / *STAMP*    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (ime, prezime,funkcija i potpis ovlašćenog lica / *name, surname, position and signature of the authorized person*) |