**UGOVOR O OTVARANJU I VOĐENJU DEVIZNOG RAČUNA**

**ZA DOMAĆA PRAVNA LICA**

***AGREEMENT ON OPENING AND MAINTAINING FX ACCOUNT***

***TO RESIDENT CORPORATE CLIENTS***

**BROJ:**

***NUMBER:***

**IBAN**

***IBAN***

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, 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       (hereinafter: Client)*

**Član 1.**

***Article 1***

Predmet ovog Ugovora je regulisanje međusobnih prava i obaveze po osnovu otvaranja, vođenja i gašenja deviznog računa Klijenta kod Banke broj:       (u daljem tekstu: Račun) i obavljanje platnih usluga.

*The subject matter hereof shall be the definition of the mutual rights and obligations based on opening, maintaining, and closing of the Client's FX account with the Bank number:       (hereinafter: (Account) and payment service execution*

**Član 2.**

***Article 2***

Banka se obavezuje da:

*The Bank shall undertake to:*

* 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),
* *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),*
* 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,
* *process duly filled in Client's order, submitted during day within the term provided for order receipt, in the same day, and to execute any orders received after this time on the next business day,*
* evidentira sve dnevne promene na računu i o tome dostavi Klijentu izveštaj u formi izvoda, koji će Klijent preuzimati ili koji će mu se staviti na raspolaganje na jedan od načina naznačenih u pismenom zahtevu za otvaranje računa,
* *record any change on the account and provide report to the Client thereof in the form of statement, to be overtaken by the Client, which will be made available to the Client in one of the manners indicated in account opening application in writing,*
* ispita svako neslaganje ili osporavanje dugovanja, odnosno potraživanja po računu na koje ukaže Klijent,
* *review any debt and/or claim mismatch or contest under the account pointed out by the Client,*
* obezbedi relevantne informacije i u zavisnosti od njih izvrši potrebna usaglašavanja i korekcije na računu,
* *ensure relevant information and depending on such information make necessary adjustments and corrections on the account,*
* poštuje tajnosti računa i da informacije o računu daje samo Klijentu ili po nalogu suda ili drugog nadležnog organa u skladu sa propisima.
* *be in conformance with account secrecy and to provide the information on the account only to the Client or 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 platnog prometa preko Računa pridržava važećih propisa,
* *when executing payment transactions through the Account, be in conformance with the applicable regulations,*
* 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 APR, suda, odnosno drugog nadležnog organa obavesti Banku u roku od 3 (tri) dana od dana dobijanja rešenja o upisu promene kod APR, suda, odnosno drugog nadležnog organa,
* *notify the Bank on status and other changes registered with the Business Register Agency, court and/or other competent authority within 3 (three) days from the date of obtaining decision on change registration with the BRA, court, and/or competent authority;*
* vodi računa o izveštajima dobijenim od Banke, da ih pregleda i da o svakom neslaganju ili osporavanju dugovanja, odnosno potraživanja u izveštaju koji mu je dostavljen, blagovremeno podnese reklamaciju Banci a najkasnije u roku od 3 (tri) dana od dana preuzimanja ili stavljanja na raspolaganje izvoda,
* *take care of statements obtained from the Bank, review them, and file timely complaint to the Bank relating to any mismatch or contest of debt and/or claim in such provided statement, but not later than 3 (three) days from the date of overtaking statement or when statement has been made available to it,*
* poslove platnog prometa sa inostranstvom preko računa obavlja u okviru tekućeg bankarskog radnog dana u skladu sa terminskim planom Banke,
* *execute international payments within current bank business day in accordance with the Bank Cut-off Times,*
* 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.
* *provide data and documentation to the Bank necessary for the identification of private individual and corporate client in accordance with the applicable 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 podnosi Banci na realizaciju uredno popunjene naloge za plaćanje i obaveštenje o naplati, 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 provide to the Bank duly filled in payment orders for execution and collection notification, 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***

Banka je obavezna da izvrši blokadu računa po osnovu naloga za prinudnu naplatu ispostavljenih od strane nadležne organizacije za prinudnu naplatu.

*The Bank shall undertake to block the account based on enforcement orders issued by competent enforcement organisation.*

**Član 6.**

***Article 6*** 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.

*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.*

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

*The Bank Price List is available on the Bank Internet pages (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 it has, until the date of the beginning of the application thereof, notified the Bank in writing on the non-acceptance thereof.*

**Član 7.**

***Article 7***

Ugovor se zaključuje na neodređeni vremenski period, s mogućnošću otkaza bilo koje ugovorne strane uz otkazni rok od 15 dana koji počinje da teče od dana prijema pismenog obaveštenja o otkazu drugoj ugovornoj strani.

*The Agreement shall be entered into for an indefinite time 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.*

U slučaju jednostranog otkaza Ugovora Klijent je dužan da prethodno izmiri sva dospela dugovanja prema Banci.

*In the event of unilateral Agreement termination, the Client shall first ensure to settle any outstanding debts to the Bank.*

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

*The Bank shall be entitled to unilateral Agreement termination, excluding the obligation of being in compliance with the notice period, 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 the Bank has identified that 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, u roku od najkasnije 15 dana od dana dostavljanja zahteva Banke,

*- if the Client fails to report the accurate data as well as changes of data registered with competent authorities, not later than 15 days from the date of the submission of request by the Bank,*

- 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,

*- 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, not later than 15 days from the date of the submission of request by the Bank,*

- ukoliko na zahtev Banke ne dostavi dodatnu dokumentaciju neophodnu za postupak poznavanja i praćenja stranke u roku od najkasnije 15 dana od dana dostavljanja zahteva Banke,

*- if it, upon the request by the Bank, fails to provide additional documentation necessary for the process of client knowing and monitoring not later than 15 days from the date of the submission of request by the Bank,*

- u drugim slučajevima propisanim Zakonom o sprečavanju pranja novca i finansiranja terorizma.

*- in other cases prescribed in the Law on the Prevention of Money Laundering and Terrorism Finance.*

Banka ima pravo da u slučajevima iz stava 3. ovog člana, privremeno obustavi pružanje platnih usluga, 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, 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 8.**

***Article 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.

*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.*

Ovde 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 be able to forward the data referred to in the above paragraph and outsource processing thereof to Erste Group members, Forum for Preventing Fraud in Credit Transactions, or a third legal entity, with the aim of achieving high quality and efficient data processing, reporting at Erste Group level, as well as for other business requirements of the Bank provided that the Bank has, in the contractual relation with the above-mentioned legal entities 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 9.**

***Article 9***

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, 58, 60. i 63. ovog zakona.

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.

*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.*

Potpisom ovog Ugovora Klijent potvrđuje da je upoznat i da u celosti prihvata Opšte uslove poslovanja Banke.

Signing this Agreement, the Client acknowledges that it is aware of and fully accepts the Bank General Terms of Business.

**Član 10.**

***Article 10***

Ugovorne strane saglasne su da će sve eventualne sporove koji proističu iz ovog ugovornog odnosa nastojati da reše sporazumno, a ukoliko to nije moguće, ugovaraju nadležnost suda u sedištu Banke.

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

***Član 11.***

***Article 11***

*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 12.**

***Article 12***

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

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

ZA KLIJENTA ZA BANKU

ON BEHALF OF THE 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)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(ime, prezime,funkcija i potpis ovlašćenog lica)

(Name, surname, position and signature of authorised person)