

ERSTE BANK A.D. NOVI SAD
BOARD OF DIRECTORS
Number: 1550/2025-88/24
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GENERAL TERMS OF BUSINESS WITH PRIVATE INDIVIDUALS IN DISTANCE CONTRACTS

I. BASIC PROVISIONS

Article 1

These General Terms of Business with Private Individuals in Distance Contracts (hereinafter General Terms) regulate the rights of financial service consumers when concluding financial service contracts through the use of distance communication means, as well as the conditions and manner of exercising and protecting those rights.

Meaning of Particular Terms

Article 2

Particular terms, in sense of these General Terms, have the following meaning:

- 1) *distance contract* means a contract whereby one contracting party (the financial service provider) undertakes to provide the financial services that are the subject of the contract to the other contracting party (the consumer of those services), and in connection with which the provision of information and the taking of other actions in the pre-contractual phase, or the conclusion of this contract, are carried out exclusively through the use of one or more means of distance communication, within the framework of an organized scheme for the provision of such services;
- 2) *financial services* are lending and other services, which are, by their nature, banking services, payment services, in sense of the specific laws governing these services;
- 3) *service provider* is the bank, in sense of the law governing banks,
- 4) *consumer* is a natural person who is using or has used financial services based on a distance contract, or who has approached the provider of financial services with an intention to conclude such contract and to use these services, more specifically:
 - (1) natural person who is using, has used or intends to use these services for purposes outside his business or other commercial activity,
 - (2) entrepreneur, within the meaning of the law governing companies,
 - (3) farmer, as a holder or member of a family agricultural household within the meaning of the law governing agriculture and rural development;
- 5) *means of distance communication* means any means that may be used for direct marketing, for the delivery of information in the pre-contractual phase, for making and/or accepting an offer, negotiating and concluding a contract without the simultaneous physical presence of the service provider and the consumer (e.g. the Internet, electronic mail, postal mail, telefax and telephone);
- 6) *durable medium* means any instrument that enables the consumer to store information addressed to him/her, to access such information and to reproduce it in an unchanged form for a period of time appropriate to the purpose of such storage (e.g. paper, optical disks, USB flash drives, memory cards, computer hard disks and electronic mail);
- 7) *authentication* means a procedure that enables a payment service provider to verify the identity of a payment service user or the validity of the use of a specific payment instrument, including the use of the user's personalized security credentials;
- 8) *strong customer authentication* means authentication using two or more elements categorized as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is), which are mutually independent, meaning that the compromise of one does not compromise the reliability of the others, and which is designed in such a way as to protect the confidentiality of the authentication data;
- 9) *personalized security credentials* mean personalized data and features assigned by the payment service provider to the payment service user for the purpose of authentication;

10) *sensitive payment data* mean any data, including personalized security credentials, that may be misused to carry out fraudulent activities;

11) *written form* means text, i.e. a document drawn up on paper or on another durable medium, including an electronic document;

12) *Means of identification, authorization and/or signature:*
For the purpose of authentication, the user may be provided with a PIN, biometrics and an SMS one-time password (OTP).

GENERAL PROVISIONS

Article 3

The signing of documentation shall, subject to the client's consent, be carried out by means of two-factor authentication, a qualified electronic signature, or by using electronic identification schemes of a high level of assurance, in accordance with the law and other applicable regulations.

Pre-contractual and contractual documentation shall be prepared on a durable medium in electronic form.

Issues relating to the protection of consumers that are not regulated by these General Terms shall be governed by the provisions of the Law on the Protection of Financial Service Consumers in Distance Contracts, the Law on the Protection of Financial Service Consumers, the Law on Consumer Protection, the Law on Payment Services, the Law on Foreign Exchange Operations, regulations governing the operations of banks, the Law on Obligations, and the Law on Personal Data Protection.

Where the law prescribes that a certain type of financial service contract must be concluded exclusively in written form, a distance contract may also be concluded through the use of means of distance communication in the form of an electronic document, using a qualified electronic signature, in accordance with the law governing electronic signatures.

A distance contract with a value of up to RSD 1,200,000 may also be concluded by the consumer without the use of a qualified electronic signature, provided that consent to conclude such contract has been given using at least two elements for verifying the user's identity (authentication) or by using electronic identification schemes of a high level of assurance, in accordance with the law governing electronic documents, electronic identification and trust services in electronic business, and with the regulation of the National Bank of Serbia governing the minimum standards for information system management of a financial institution.

Where a framework distance contract has been concluded under which the Bank undertakes to provide a specific financial service to the consumer on a successive basis or to provide several separate identical services over a certain period of time, the provisions of these General Terms shall apply only to that distance contract, i.e. to the contract preceding the provision of such services (e.g. a framework agreement for the execution of transactions).

Where the Bank undertakes to provide a specific financial service to the consumer on a successive basis or to provide several separate identical services over a certain period of time without a previously concluded framework distance contract, these General Terms shall apply to the first financial service provided, or to the first subsequent identical service if more than one year has elapsed since the last such service was provided.

Where a framework distance contract has been concluded under which the Bank undertakes to provide a specific financial service to the consumer on a successive basis or to provide several separate identical services relating to payment services over a certain period of time, the General Terms for the Provision of Payment Services for Retail Clients and Entrepreneurs shall also apply to the rights and obligations of the Bank and the consumer.

The rights and obligations arising from the contractual relationship between the Bank and the Consumer that are not defined by the contract shall be governed by these General Terms. In the event of any inconsistency between the provisions of the contract and these General Terms, the provisions of the concluded contract shall prevail.

The Bank's General Terms of business conducted through distance contracting shall apply to all matters not regulated by the contract concluded between the Bank and the Consumer.

II. CONSUMER'S RIGHT TO INFORMATION

Article 4

Submission of Information in Pre-agreement Stage

The Bank shall be obliged to provide the consumer, within an appropriate period of time prior to the conclusion of a distance contract, with information relating to the Bank as the service provider, the financial service, the distance contract, and the manner of dispute resolution.

Information provided to the consumer must be clear, easily understandable and appropriate to the means of distance communication used, and the service provider shall be obliged to clearly indicate their commercial purpose.

The Bank shall be obliged to:

- act conscientiously, with the care of a diligent businessperson and in accordance with good commercial practices when providing information, and in particular not to mislead the consumer at any time regarding the provision of financial services;
- when performing the obligations under this Article, if the information is provided to a representative of a legally incapable person for the purpose of concluding a distance contract on behalf of and for the account of such legally incapable person, to act with the care appropriate to ensuring the proper protection of the rights and interests of such persons;
- the Bank shall ensure that the content of the distance contract concluded with the consumer corresponds to the information provided to that consumer.

Information on the Bank

Article 5

Basic data on the Bank:

Business name: ERSTE BANK A.D. NOVI SAD;

Head office: Bulevar oslobođenja 5, 21000 Novi Sad;

Banka je registrovana u Agenciji za privredne registre

PIB: 101626723;

REG. NO.: 08063818;

Internet stranica www.erstebank.rs;

e-mail adresa: info@erstebank.rs

Telephone for users: 080 0201 201 +38160/ 4848 000

The operation license was issued by the National Bank of Yugoslavia under decision O no. 202 of 20 December 1989. The competent authority supervising the Bank operation shall be the National Bank of Serbia, Nemanjina 17.

Information on Financial Service

Article 6

Information on the financial service shall include:

- 1) a description of the main characteristics of the financial service;
- 2) the total remuneration that the consumer would be required to pay to the service provider for the financial service, including all related fees and charges, as well as taxes payable by the consumer through the service provider (e.g. withholding tax), or, if the total remuneration cannot be determined, the elements that enable the consumer to calculate the total remuneration;
- 3) a warning about the possible existence of other fees, charges, taxes and levies related to the distance contract which are payable by the consumer but not collected by the service provider, i.e., which are not paid through the service provider;
- 4) the validity period of the offer;
- 5) the manner of payment and performance of obligations under the distance contract;

- 6) information on any additional costs that may arise from the use of a specific means of distance communication, which are payable by the consumer if such costs are charged, or information that such costs are not charged.

Information on Distance Contract

Article 7

Information on the distance contract shall include:

- 1) information on the consumer's right to withdraw from the distance contract, including the timeframe and conditions for exercising that right, the legal consequences of withdrawal, instructions on how to exercise this right, and, in particular, the address to which the consumer must send the withdrawal statement, as well as the consequences if the consumer does not exercise the right of withdrawal, or information that no right of withdrawal exists;
- 2) the duration of the distance contract, if the subject of the distance contract is the continuous or periodic provision of financial services;
- 3) information on the right of the contracting parties to unilaterally terminate or cancel the distance contract before the expiry of its duration, in accordance with this law and the provisions of the contract, as well as any obligation to pay penalties, compensation or other charges in such case;
- 4) information on the applicable regulations governing the distance contract and/or the jurisdiction of the court for resolving disputes arising from the contract;
- 5) instructions on the procedure and manner of concluding the distance contract;
- 6) information on the language(s) in which the distance contract may be concluded and in which communication will take place during the term of the contractual relationship, if the consumer requests the conclusion of the contract and communication in a language other than Serbian.

Information on Dispute Solving

Article 8

Right to Complaint

The consumer shall have the right to submit a complaint to the Bank in writing if the consumer considers that the Bank has not complied with the provisions of the law, other regulations governing financial services, the General Terms, and/or the obligations under the contract concluded with the consumer.

The consumer shall have the right to submit a complaint within six months from the date of becoming aware of the violation of their right.

In any case, the right to submit a complaint expires three years from the date on which the consumer's right was violated.

A complaint regarding the Bank's conduct may be submitted in writing at the Bank's business premises, by post, via the Bank's website, by electronic mail, or through the electronic or mobile banking application, if the complaint relates to services provided by the Bank through these channels.

The Bank shall, upon receipt of the complaint, issue an acknowledgment of receipt.

The Bank shall provide the consumer with a clear and understandable response to the complaint in writing no later than 15 days from the date of receipt of the complaint.

Exceptionally, if the Bank, for reasons beyond its control, cannot provide a response within 15 days, this period may be extended by a maximum of 15 additional days, in which case the Bank shall inform the consumer in writing within 15 days from the date of receipt of the complaint, stating the reasons why a response could not be provided within the original period and indicating the timeframe in which the response will be delivered.

The Bank shall inform the consumer in its response about their right to submit a complaint to the National Bank of Serbia, including the address and/or website address (e.g., link, QR code) of the National Bank of Serbia to which, or through which, the complaint may be submitted.

If the consumer is not satisfied with the Bank's response, or if the Bank fails to provide a response within 15 days, the complainant may, prior to initiating court proceedings, submit a complaint to the National



Bank of Serbia in writing within six (6) months from the date of receipt of the Bank's response or from the expiry of that period, to the following address:

Sector for Financial Consumer Protection, National Bank of Serbia, Nemanjina 17, 11000 Belgrade or Postal Box 712, 11000 Belgrade, or through the National Bank of Serbia website – www.nbs.rs, by selecting the option "File a complaint against financial services provider / mediation proposal"

Right to Submit a Complaint

The consumer may submit a complaint within six months from the date of receipt of the response or the expiry of the period for providing a response to the complaint.

The complaint must contain information that allows for the identification of the consumer (name, surname and address, or, in the case of legal entities, the business name, registered office, registration number, and the name and surname of the legal representative) and the service provider (business name and registered office), and must establish the relationship between the consumer and the service provider, as well as the reasons for submitting the complaint, i.e., the claims made, and the response to the complaint, if the Bank has provided one.

If the complaint is defective (does not contain the information or statements referred to above, or the documentation is unintelligible), the National Bank of Serbia shall, within eight days from the receipt of the complaint, invite the complainant in writing to rectify the complaint within a specified period. If the complainant fails to rectify the complaint within eight days, the National Bank of Serbia shall not consider it further.

The National Bank of Serbia shall not consider complaints in cases prescribed by the Decision on the Procedure for Handling Complaints, Claims, and Proposals for Mediation of Financial Services Consumers (Official Gazette No. 52/2025).

Upon receipt of a complaint, the National Bank of Serbia shall request the Bank to respond to the allegations contained in the complaint and to provide relevant evidence—within the period specified in the Bank's request, which may not exceed eight days from the date of receipt of the request. After the Bank's response, the National Bank of Serbia may request additional statements or the submission of further evidence within the period specified in its request.

The National Bank of Serbia may require the consumer to supplement the complaint, respond to certain circumstances, or provide relevant evidence, data, and documentation supporting their claims, within the period specified in the request sent to the consumer.

If the consumer fails to comply with the request, the National Bank of Serbia may either suspend further proceedings, informing the consumer accordingly, or continue the proceedings, deciding based on the available data and documentation submitted in the process.

The National Bank of Serbia shall inform the consumer of the findings regarding the complaint within three months from the date of receipt of the complaint, and in more complex cases, this period may be extended by a maximum of six months, in which case the National Bank of Serbia shall inform the consumer in writing before the expiry of the original period.

The National Bank of Serbia shall prescribe in more detail the manner of submitting a complaint and the procedure for handling complaints.

Out-of-Court Dispute Resolution

If the consumer is not satisfied with the response to the complaint or the response has not been provided within the prescribed period, the disputed matter between the consumer and the Bank may be resolved through an out-of-court procedure – mediation. Once the mediation procedure is initiated, the consumer

may no longer submit a complaint, except if the mediation is terminated due to suspension or withdrawal, and if the complaint has already been submitted, the National Bank of Serbia shall suspend proceedings on the complaint, or terminate such proceedings if the mediation is concluded by agreement. The period for submitting a complaint shall not run during the mediation procedure.

The mediation procedure is initiated by a proposal from one party in dispute, and once the proposal is accepted by the other party, an agreement on participation in mediation is concluded, which formally initiates the mediation procedure. The proposal for mediation shall be submitted to the National Bank of Serbia in writing, either by post or via its website.

The proposal for mediation must contain information that allows for the identification of the consumer (name, surname and address, or for legal entities, business name, registered office, registration number, and the name and surname of the legal representative) and the service provider (business name and registered office), the relationship between the consumer and the service provider, the reasons for submitting the proposal, and the deadline for its acceptance, which may not be shorter than five days from the date of delivery to the other party. The proposal must also include the complaint submitted by the consumer to the Bank, the Bank's response (if provided), and any documentation supporting the claims in the proposal.

If the proposal for mediation is defective (does not contain the required information, statements, or documentation, or is unintelligible), the National Bank of Serbia shall, within eight days of receipt, invite the proposer in writing to rectify the proposal within a specified period.

If the proposer fails to rectify the proposal within eight days, the National Bank of Serbia shall not proceed further with the proposal.

The mediation procedure shall be confidential and expedited. Parties in dispute may decide to implement the mediation procedure before the National Bank of Serbia or another authority or person authorized for mediation.

The mediation procedure before the National Bank of Serbia shall be free of charge for the parties. The procedure is conducted by employees of the National Bank of Serbia – mediators, appointed as mediators by the competent authority of the Republic of Serbia, or holding a mediator license and included in the list of mediators.

The mediation procedure may be concluded by agreement between the parties, suspension, or withdrawal. An agreement reached in the mediation procedure before the National Bank of Serbia shall be in writing. Such agreement has the force of an enforceable instrument if it contains a statement by the debtor consenting to enforcement after the due date of a specific obligation or upon fulfillment of a specific condition (enforceability clause), the signatures of the parties, and a certificate of enforceability issued by the National Bank of Serbia; it does not require notarization or court authentication.

Initiating and conducting the mediation procedure between the consumer and the service provider does not exclude or affect the right to judicial protection, in accordance with the law.

Judicial Dispute Resolution

The disputed relationship between the Bank and the consumer shall be governed by the substantive and procedural law of the Republic of Serbia.

Any disputes between the Bank and the consumer shall be resolved by the court competent under applicable law.

Information on whether a fund or other organized mechanism has been established to secure the obligations of the service provider toward the consumer in connection with the provision of the financial service

Article 9

If the service relates to a deposit or funds in a bank account, a Deposit Insurance Fund has been established in accordance with the Law on Deposit Insurance ("Official Gazette of the RS", Nos. 61/05, 116/08, and 91/10) to secure the funds for deposit insurance and the payment of insured amounts, as well as other costs incurred in connection with securing the funds for deposit insurance and paying the insured amounts. Upon depositing funds, the consumer receives a deposit insurance brochure containing all necessary details.

For the securing of obligations of the service provider under a loan agreement, no fund or other organized mechanism exists to secure the obligations of the service provider toward the consumer in connection with the provision of the financial service.

Information set out in other Regulations

Article 10

The Bank is obliged to provide the consumer, within a reasonable time before concluding a distance contract, in addition to the information referred to in Articles 5 to 8 of these General Terms, also other information it is required to provide under the provisions of special regulations.

If the subject of the distance contract is payment services, the Bank shall provide the relevant information in accordance with the provisions of the Law on Payment Services, which regulates the provision of information in the pre-contractual phase for a framework agreement on payment services and for a single payment transaction. In such cases, the Bank is not obliged to provide the information referred to in Articles 5 to 8 of these General Terms, except for the information referred to in Article 6, items 3) to 6), Article 7, points 1) and 5), and Article 9 of these General Terms.

Information in Case of Oral Communication

Article 11

If the Bank intends to provide information in the pre-contractual phase orally, during a conversation using a means of distance communication (e.g., fixed or mobile telephone, or Internet telephony), the person making the call on behalf of the Bank must clearly state at the beginning of the call the business name of the service provider and the commercial purpose of the call.

If the consumer explicitly agrees to the conversation referred to in paragraph 1 of this Article, the person making the call on behalf of the Bank must inform the consumer of their identity and the nature of their relationship with the service provider, as well as provide the information referred to in Article 6, items 1) to 3), and Article 7, point 1) of these General Terms.

After providing the information referred to in paragraph 2 of this Article, the Bank must inform the consumer that, upon request, other information referred to in Articles 5 to 10 of these General Terms is also available, including the type and nature of such information.

If the law requires the Bank to provide information in the pre-contractual phase to the consumer in written form on paper or another durable medium, providing such information during the conversation referred to in paragraph 1 of this Article does not exempt the Bank from this obligation.

Provision of Information on Paper or Another Durable Medium

Article 12

The Bank is obliged to provide the proposed text of the distance contract and all information referred to in Articles 5 to 10 of these General Terms to the consumer, within a reasonable time before concluding the contract, in written form, on paper or another durable medium accessible to the consumer.

Exceptionally, if the distance contract is concluded at the consumer's request using a means of distance communication that does not allow the provision of the contract text and the information

referred to in paragraph 1 in the manner and within the deadlines specified therein, the service provider is obliged to provide the contract text and information to the consumer immediately after concluding the contract.

The consumer has the right, during the term of the contractual relationship, to request from the service provider a copy of the concluded distance contract in paper form without delay.

During the term of the contractual relationship, the consumer may change the means of distance communication, provided that such change is not incompatible with the concluded distance contract or with the nature of the financial service that is the subject of the contract.

III. CONSUMER'S RIGHT TO WAIVE THE DISTANCE CONTRACT

Consumer's Right of Withdrawal from a Distance Contract

Article 13

The consumer has the right to withdraw from a distance contract within 14 days from the date of conclusion of the contract, without giving any reason for the withdrawal.

Exceptionally, in the case referred to in Article 12, paragraph 2 of these General Terms, the withdrawal period shall begin on the day the contract and the information referred to in that paragraph are provided to the consumer.

If the consumer does not exercise the right of withdrawal within the period referred to in this Article, the provisions of the concluded contract shall bind the consumer.

The execution of the distance contract may commence before the expiry of the withdrawal period only if the consumer explicitly requests it.

The service provider cannot demand the consumer to fulfil any obligations under the distance contract before the expiry of the withdrawal period referred to in paragraph 1 of this Article.

Consumer's Statement of Withdrawal

Article 14

The consumer may withdraw from the contract within 14 days from the date of conclusion and is obliged, before the expiry of this period, to notify the service provider of their intention to withdraw without delay by completing the withdrawal form and submitting the completed form at the service provider's counter. The day of receipt of a properly submitted notice of withdrawal shall be considered the date of withdrawal.

The statement referred to in paragraph 1 of this Article shall be considered timely if it is sent to the service provider before the expiry of the period referred to in Article 13, paragraph 1 of these General Terms.

The distance contract ceases to be valid at the moment the service provider receives the statement referred to in paragraph 1 of this Article.

Legal Consequences of Withdrawal from a Distance Contract

Article 15

The Consumer has the right to withdraw from a distance contract without paying any special fee (withdrawal fee) or any costs that the service provider may have incurred in connection with the conclusion of that contract.

If the Consumer withdraws from the distance contract in accordance with Articles 13 and 14 of these General Terms, the Consumer is not liable for any damage that the Bank may have suffered as a result, except if the withdrawal was made with the intention to cause such damage.

The Consumer is obliged to pay only the portion of the total agreed fee for the service actually provided by the service provider under the distance contract up to the moment of receipt of the withdrawal statement referred to in Article 14 of these General Terms.

The amount referred to in paragraph 3 of this Article cannot exceed the amount proportionate to the total agreed fee relative to the volume of services already provided compared to the total volume of contracted services, nor can it be considered a penalty or any other type of fee for withdrawal.

The service provider cannot require the Consumer to pay the amount determined under paragraphs 3 and 4 of this Article in the following cases:

1. If it does not have proof that the Consumer was properly informed of the consequences of withdrawing from the distance contract, including the payment of this amount;
2. If it started performing its contractual obligations without the Consumer's consent before the expiration of the withdrawal period provided for in Article 14 of these General Terms.

The Bank is obliged, without delay, and no later than within 30 days from the day of receipt of the statement referred to in Article 12 of these General Terms, to return to the Consumer the amount of funds received under the distance contract, reduced by the amount referred to in paragraph 3 of this Article.

The Consumer is obliged, without delay, and no later than within 30 days from the day of sending the statement referred to in Article 14 of these General Terms, to return to the Bank the amount of funds received under the distance contract, including the principal and regular interest for the period of credit use.

Effect of Withdrawal from a Distance Contract on Other Related Contracts

Article 16

If the Consumer withdraws from a distance contract in accordance with Articles 13 and 14 of these General Terms, any other related distance contract that the Consumer has concluded with the service provider or a third party, based on or in connection with the distance contract from which the Consumer has withdrawn, shall also be terminated, without the need to state a reason or pay any fee.

Conclusion of a Distance Contract

Article 17

Establishment of the Business Relationship and Conclusion of a Distance Contract

The business relationship between the Consumer and the Bank is established by concluding a contract. A distance contract between the Consumer and the Bank is concluded in written form. The distance contract must contain all elements prescribed by the Law on the Protection of Consumers of Financial Services. Prior to concluding a credit agreement, the Bank is obliged to provide the Consumer with an offer prepared on the appropriate form. When concluding a credit agreement, in addition to the credit agreement itself, the Bank is obliged to provide the Consumer with the following forms: Overview of Mandatory Elements of the Loan Agreement and Loan Repayment Schedule.

For the conclusion of a distance contract, the Consumer is obliged to ensure the technical prerequisites, which include having a stable internet connection and a computer/tablet with internet access, or a mobile phone for internet communication.

A Consumer using the Bank's George mobile application gives consent to conclude a distance contract using two elements to verify the user's identity (two-factor authentication), which are:

1. Mobile device (possession element);
2. By clicking on "Sign," entering a PIN or using biometric verification (knowledge element).

A Consumer using the George mobile application, who wishes to submit a credit application via the George Web application, gives consent to conclude a distance contract using at least two elements to verify the user's identity (two-factor authentication), which are:

1. By clicking "Sign" on the device where the George mobile application was last active, a push notification appears;
2. By clicking the push notification, the Consumer enters a PIN or uses biometric verification.

A Consumer who only has the George Web application gives consent to conclude a distance contract using at least two elements to verify the user's identity (two-factor authentication), which are:

1. Logging into the application via computer or tablet using username and password and entering an SMS OTP code, which is time-limited;
2. By clicking "Sign" and entering the SMS OTP code sent to the mobile phone number registered with the Bank, which is time-limited.

The signed contractual documentation is available to the Consumer on a durable medium in electronic form for the entire duration of the contract.

The distance contract is signed electronically, with the Bank signing the contract using a qualified electronic signature, while the Consumer signs the contract using two-factor authentication, as described above.

The contractual documentation (Credit Agreement, Credit Repayment Plan, and Overview of Mandatory Elements of the Credit Agreement) will be sent to the Consumer's email address after electronic signing.

Execution of a Distance Contract Before the Expiration of the Withdrawal Period
Article 18

The execution of a distance contract may begin before the expiration of the withdrawal period only if the Consumer explicitly requests it.

The Bank may not require the Consumer to fulfill any obligations under the distance contract before the expiration of the period referred to in paragraph 1 of this Article.

IV. OTHER RIGHTS OF THE CONSUMER IN DISTANCE CONTRACTING
Financial Services Not Requested by the Consumer
Article 19

It is prohibited to provide a financial service that the Consumer has not requested, or in connection with which the Consumer has not concluded a distance contract that would create an obligation toward the service provider.

The provision of financial services not requested by the Consumer does not produce any legal effect toward the Consumer, nor can the Consumer have any obligation toward the service provider on that basis.

The Consumer is not considered to have accepted an offer from the service provider if they have not responded within the specified period.

Exceptionally from the preceding paragraph, if the Bank has offered or proposed amendments and/or supplements to a distance contract already concluded with the Consumer, it may be agreed that the Consumer is considered to have accepted such offer or proposal even if they did not respond within the specified period, provided that the possibility of such amendment and/or supplement to the contract is established by law.

The provisions of this Article do not affect the right of the service provider and the Consumer to tacitly extend the validity of a distance contract, if the possibility of tacit extension of the contract for a particular financial service is established by law.

Communication with Consumer
Article 20

The Bank may use the following means of remote communication only if the Consumer has given prior consent for their use:

- Automated calling systems operating without human intervention (e.g., automatic dialing devices or automated email sending).

Means of remote communication that allow individual communication with the Consumer, except for those referred to in paragraph 1 of this Article, may be used only if the Consumer has given prior consent for their use or does not explicitly object to their use.

Means of remote communication must not be used in a way that causes additional costs to the Consumer.

Right to Terminate a Distance Contract
Article 21

If the Bank has not acted in accordance with the provisions of these General Terms and the Law on the Protection of Consumers of Financial Services in distance contracting, the Consumer may at any time unilaterally terminate the distance contract, without paying any costs, fees, or penalties, and the Bank shall have no right to claim compensation for any damages arising from the termination of the distance contract.

**Burden of Proof
Article 22**

In the event of a dispute, the Bank bears the burden of proving that the Consumer was provided with all required information and that the Bank fulfilled its other obligations in accordance with the law, as well as that the Consumer gave consent to the conclusion of the distance contract.

Any provision in the distance contract that shifts the burden of proof from the Bank to the Consumer shall be considered null and void.

**Obligations of Third Parties Acting on Behalf of the Service Provider
Article 23**

The obligations set out in these General Terms also apply to any person through whom the Bank provides financial services, any person entrusted by the Bank to provide such services, or any person who undertakes certain actions related to the distance contract based on business relationships established with the Bank.

**Mandatory Nature of the Provisions of this Law
Article 24**

The consumer cannot waive the rights granted to them by this law.

Any provision of a distance contract or declaration of intent by which the consumer waives the rights granted to them by this law shall be null and void.

If the law of a country chosen as applicable to a distance contract with a foreign element provides the consumer with lesser protection than the protection provided under the provisions of the Law on the Protection of Consumers of Financial Services in Distance Contracting, the provisions of this law shall apply to the protection of the consumer.

**Closing Provisions
Article 25**

The Bank publishes the General Terms in a visible place within its business premises where services are offered, as well as on the website www.erstebank.rs, at least 30 days prior to their effective date, in order to allow consumers to familiarize themselves with their content. These General Terms for distance contracting come into force on the date of their adoption by the Bank's Management Board and shall apply from 20 January 2026.