



Moskovska banka Beograd

Procedura: **OPŠTI USLOVI I PRAVILA
POSLOVANJA SA KLIJENTIMA
FIZIČKIM LICIMA**

Procedure: **GENERAL TERMS AND CONDITIONS OF
PERFORMING BANKING OPERATIONS
WITH PRIVATE INDIVIDUALS**

Usvojio: **Upravni Odbor**

Adopted by: **Board of Directors**

Sektor: Sektor pravnih poslova, Sektor za poslovanje sa stanovništvom

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I. Opšte odredbe

Član 1.

U skladu sa Opštim pravilima i uslovima poslovanja Banke i uz primenu dobrih poslovnih običaja, dobre poslovne prakse i fer odnosa prema klijentu, Moskovska banka AD Beograd (u daljem tekstu: **Banka**) ovim Opštim uslovima poslovanja banke sa klijentima fizičkim licima (u daljem tekstu: **Pravila poslovanja sa fizičkim licima** i/ili **Pravila**), utvrđuje standardne uslove poslovanja Banke koji se primenjuju na klijente fizička lica (u daljem tekstu: **Klijent**), jedinstveni način obračuna i objavljivanja troškova, kamata i naknada bankarskih usluga (u daljem tekstu: **efektivna kamatna stopa** i/ili **EKS**), kao i uslove i način obaveštavanja klijenata o njihovim pravima i o ostvarivanju tih prava, izuzev prava na podnošenje prigovora banci.

Izuzetno od odredbi prethodnog stava ovog člana, ova opšta Pravila poslovanja sa fizičkim licima se ne odnose i ne primenjuju ne nestandardne bankarske proizvode koje Banka može ugovoriti sa Klijentom. Nestandardni uslovi se definišu ugovorom zaključenim sa Klijentom na osnovu relevantnih opštih i pojedinačnih akata Banke.

Jedinstvenim načinom obračuna i objavljivanja efektivne kamatne stope, u smislu stava 1. ove tačke, smatra se način koji banka primenjuje u postupku obavljanja depozitnih i kreditnih poslova iz člana 4. Zakona o bankama.

Klijentom, u smislu stava 1. ove tačke, smatra se fizičko lice koje koristi ili je koristilo usluge banke, ili fizičko lice koje se obrati banci radi korišćenja tih usluga i koje je banka kao takvo identifikovala, odnosno čiju je identifikaciju sproveda u skladu sa relevantnim propisima Republike Srbije.

Član 2.

Banka Pravila poslovanja sa fizičkim licima čini dostupnim Klijentima isticanjem istih u poslovnim prostorijama Banke, kao i na svojoj Internet prezentaciji.

Osim na način iz prethodnog stava ove tačke, Banka Klijenta na njegov zahtev upoznaje sa Pravila poslovanja sa fizičkim licima davanjem pismenih informacija o onim opštim uslovima poslovanja banke na koje se takav zahtev odnosi i davanjem odgovarajućih objašnjenja i instrukcija koji se odnose na primenu tih uslova.

II. Minimalni uslovi pod kojima Banka pruža usluge klijentima fizičkim licima

Član 3.

Odredbama ovih Pravila poslovanja sa fizičkim licima Banka utvrđuje minimum uslova pod kojima pruža usluge Klijentima, odnosno prima depozite, odobrava kredite, otvara, vodi i gasi račune i izdaje i daje na korišćenje platne kartice (debitne i kreditne), i to za svaku pojedinačnu vrstu.

U okvirima minimalnih uslova utvrđenih ovim Pravilima Banka internim opštim aktima, pod nazivom „Katalog proizvoda“, definiše svaki pojedinačni proizvod i konkretizuje uslove pod kojima pruža usluge Klijentima.

I. General provisions

Art. 1

By this General Terms and Conditions of Performing Banking Operations with Private Individuals (hereinafter: **General Terms for Private Individuals or/and Rules**), Bank of Moscow JSC Belgrade (hereinafter: **Bank**), in accordance with General Business Terms and Conditions of the Bank and with application of good business practice and fair treatment of the client, regulates in detail the manner and procedure for implementation of general terms and conditions applied by the banks to their clients private individuals (hereinafter **Client**), unique manner of calculation and disclosure of costs, interests and commissions for banking services (hereinafter the **effective interest rate or/and EKS**), as well as the conditions and manner of informing the clients' of the bank on their rights and manner of exercising such rights, save for the client's right to file a complaint to the bank.

Apart from previous paragraph of this article, this General Terms for Private Individuals will not be applicable to the non-standard banking products which Bank may agree with a Client. Non-standard conditions are defined by Agreement between Bank and Client based on relevant general and individual acts and decisions of the Bank.

The uniform manner of calculating and disclosing the effective interest rate, in terms of paragraph 1 hereof, shall be the manner applied by banks in the process of performance of deposit and credit operations referred to under Article 4 of the Law on Banks.

In terms of paragraph 1 hereof, client of the Bank shall be understood as a private individual using or having used the services of the bank or a private individual who contacts the bank for the purpose of using such services and who has been identified by the bank as such person in accordance with laws of the Republic of Serbia.

Art. 2

The Bank shall inform the Client of these General Terms for Private Individuals by displaying them in the Bank's business premises, as well as in its Internet presentation.

Also, Bank shall ensure that the client is advised on its general terms and conditions, by informing the client, at his request, that he can obtain written information on the general terms and conditions of the bank related to such request and relevant explanations and instructions related to the application of such terms and conditions.

II. The minimum requirements subject to which Bank provides services to the clients

Art. 3

The Bank is obliged to define under its general terms and conditions the minimum requirements subject to which it receives client's deposits, approves them loans, and opens, maintains and closes their accounts, and issues and grants for usage the payment cards (debit and credit), for each and every particular type thereof.

In frame of minimal requirements established by this General Terms for Private Individuals, by internal acts "Catalog of the product" Bank defines each individual product and specifies concrete conditions under which provides services to the Client

A. Primanje depozita**Član 4.**

Banka u svom poslovanju prima neoročene i oročene depozite Klijenata fizičkih lica, pod sledećim minimumom uslova:

4.1. Standardni proizvodi**4.1.1. Neoročeni depoziti, odnosno štedni ulozi (a vista, štednja po viđenju) – minimum uslova obuhvata:**

- a) Bez ograničenja perioda trajanja
- b) Bez propisanog minimalnog iznosa depozita
- c) Valuta u kojoj Klijent može položiti sredstva na ime depozita: RSD, EUR, CHF, USD
- d) Klijent deponovanim sredstvima može raspolagati slobodno uz obavezu prethodnog obaveštavanja banke za iznose preko 5.000 EUR, ili odgovarajuće dinarske protivrednosti, najmanje jedan radni dan pre nameravanog raspolaganja.

4.1.2. Oročeni depoziti – minimum uslova obuhvata:

- a) Period oročenja do 36 meseci
- b) Minimalni depozit iznosi 1.000,00 RSD, odnosno 100 EUR
- c) Valuta u kojoj Klijent može položiti sredstva na ime depozita: RSD, EUR i USD
- d) Klijent deponovanim sredstvima može raspolagati:
 - Po isteku ugovorenog perioda oročenja slobodno – uz obavezu prethodnog obaveštavanja banke za iznose preko 5.000 EUR, ili odgovarajuće dinarske protivrednosti, najmanje jedan radni dan pre nameravanog raspolaganja.
 - Pre isteka ugovorenog perioda oročenja na pisani zahtev Klijenta – u kom slučaju Klijent umesto ugovorene ostvaruje pravo na kamatu za vreme tokom kog su sredstva bila deponovana kod Banke, po kamatnoj stopi koju Banka plaća za uloge po viđenju.
 - Kod uloga za mogućnošću reoročenja, klijenti mogu u roku od 3 radna dana pre isteka prethodnog perioda oročenja izvršiti jednu doplatu/umanjenje iznosa koji ulazi u naredni rok. Ukoliko Klijent to pravo ne iskoristi u navedenom roku, ulog sa pripadajućom kamatom se počev od narednog dana automatski reoročava na prethodno ugovoreni rok. sa kamatnom stopom koja važi za taj tip proizvoda na dan Reoročenja,

4.2. Na depozite Klijenata Banka primenjuje:

- a) Nepromenjivu nominalnu kamatnu stopu: – ostaje nepromenjena tokom trajanja perioda važenja ugovornog odnosa banke i Klijenta.
- b) Promenjivu nominalnu kamatnu stopu: – korekcije promenljivih nominalnih kamatnih stopa se odnose na:
 - Ukupnu nominalnu kamatnu stopu – kriterijum za njihovu izmenu su:
 - 1) Promena relevantnih propisa Narodne banke Srbije (npr. promena propisane stope obavezne rezerve), mera monetarne politike i drugih propisa i mera nadležnih državnih organa Republike Srbije (primera radi izmene poreskog zakonodavstva), kao

A. Receipt of Deposits**Art. 4**

In its operations, the Bank shall receive term and demand deposits from Clients private individuals, under minimum of requirements, as follows:

4.1. Standard facilities**4.1.1. Demand deposits, i.e. savings (a vista, savings at sight) – minimum requirements shall include:**

- a) Without limitations in period
- b) Without defined minimum deposit amount
- c) The currency of client's deposit could be: RSD, EUR, CHF, USD
- d) The client could dispose of assets freely, with obligation of previous notification to the Bank for amount exceeding EUR 5.000, or corresponding RSD counter value, no less than one business day before planned disposing of.

4.1.2. Term deposits – minimum requirements shall include:

- a) Term period not exceeding 36 months
- b) Minimum deposit shall amount to RSD 1.000,00 and/or EUR 100
- c) The currency of client's deposit could be: RSD, EUR and USD
- d) Client could dispose of deposits, as follows:
 - After the expiry of contracted term period freely – with obligation to notify the Bank previously for all amounts exceeding EUR 5.000 or correspondent RSD counter value, no less than one business day prior to planned disposing of.
 - After the expiry of contracted term period at Client's request in writing – in which case the Client shall be entitled to interest for the time during which assets were deposited with the Bank at interest rate the Bank is paying for demand deposits instead of contracted interest.
 - Regarding deposits with re-term possibility, clients could make on payment as increase/decrease of the amount extending to the next term, within 3 business days prior to previous term expiry. If the client has not exercised such right in provided period, as of the next day, deposit with belonging interest shall be re-term automatically to previously contracted term and with interest rate in force for such type of products on the re-term date

4.2. The Bank shall apply to Client's deposits:

- a) Fixed nominal interest rate: - it shall remain unchanged during the period contracted between the Bank and Client.
- b) Variable nominal interest rate: - corrections of changeable nominal interest rates shall refer to:
 - Entire nominal interest rate – criterion for their changes shall be:
 - 1) Changes in relevant National Bank of Serbia (NBS) regulations (e.g. changes in prescribed rates for mandatory reserves), monetary policy measures and of other regulations and measures of competent Republic of Serbia bodies (for instance,

i drugih faktora koji rezultiraju istim efektom u skladu sa zakonima Republike Srbije. Promene nominalnih kamatnih stopa se vrši u skladu sa datumom početka važenja predmetnih propisa i mera.

- 2) Ukoliko na tržištu bankarskih proizvoda – štednja i depoziti po viđenju i oročeni depoziti dođe do značajnijih pomeranja bilo da se radi o povećanju, bilo o smanjenju kamatnih stopa. Promena se vrši kvartalno.

Ili

- Promenu referentne kamatne stope – zavisno od valute i ročnosti depozita Banka primenjuje jednomesečnu, tromesečnu ili šestomesečnu vrednost sledećih referentnih kamatnih stopa:
 - 1) BELIBOR – primenjuje se na dinarske depozite (vrednost na dan donošenja ovih Pravila: 1M 12,17%, 3M 12,35% i 6M 12,48%);
 - 2) Kamatna stopa NBS na novčanom tržištu za repo transakcije (vrednost na dan donošenja ovih Pravila: 11,00%);
 - 3) EURIBOR – primenjuje se na depozite u valuti EUR (vrednost na dan donošenja ovih Pravila: 1M 0,430%, 3M 0,739% i 6M 1.022%);
 - 4) USD LIBOR – primenjuje se na depozite u valuti USD (vrednost na dan donošenja ovih Pravila: 1M 0,24%, 3M 0.28% i 6M 0,59%);

Korekcije promenljivih nominalnih stopa usled promene referentne kamatne stope se vrši u vremenskim intervalima koji odgovaraju periodu važnosti odgovarajuće referentne kamatne stope, odnosno na mesečnom, tromesečnom ili šestomesečnom nivou (ili na nivou drugog perioda važenja odgovarajuće referentne kamatne stope) računato kalendarski u toku godine.

Nova vrednost referentne stope se utvrđuje na dan isteka prethodnog perioda njenog važenja (mesec, tri meseca, šest meseci ili drugi period, shodno periodu važenja referentne stope koja se primenjuje) i primenjuje na naredni period.

Izuzetno, definisanjem uslova depozita u Katalogu proizvoda Banke i ugovorom sa Klijentom može biti predviđena korekcija nominalne kamatne stope u intervalima koji se razlikuju od perioda važnosti odgovarajuće referentne kamatne stope, u kom slučaju se korekcija vrši u intervalima predviđenim navedenim aktima.

- 4.3.** Banka ne vrši indeksaciju depozita niti revalorizaciju deponovanih iznosa.
- 4.4.** Metod obračuna kamate: konformni
- 4.5.** Bez troškova i naknada koje padaju na teret Klijenta.
- 4.6.** Prihod Klijenta ostvaren po osnovu kamate na devizne štedne i druge depozite građana je oporeziv, shodno odredbama Zakona o porezu na dohodak građana Republike Srbije, i obaveza izmirenja poreskih obaveza pada na teret Klijenta.

Banka, kao isplatilac prihoda od kamata, u obavezi je, u skladu sa relevantnim propisima Republike Srbije, da iznos poreske obaveze Klijenta po ovom osnovu obračuna, obustavi i u njegovo ime i za njegov račun uplati po odbitku.

changes in tax legislation), as well as other factors resulting in the same effect pursuant to the Republic of Serbia laws. Changes in nominal interest rates shall be made pursuant to the date of subject regulations and measures coming into force.

- 2) If significant changes, whether relating to increase or decrease in interest rate have occurred in the market of bank facilities – demand savings and deposits and term deposits. Changes shall be made quarterly.

Or

- Changes in reference interest rate – depending on the currency and term of deposit, the Bank shall apply monthly, quarterly or semi-annually values of reference interest rates, as follows:
 - 1) BELIBOR – shall apply to RSD deposits (value on the date of reaching these Regulations: 1M 12,17%, 3M 12,35% i 6M 12,48%);
 - 2) NBS interest rate on the money market for REPO transactions (value on the date of reaching these Regulations: 11,00%);
 - 3) EURIBOR – shall apply to EUR deposits (value on the date of reaching these Regulations: 1M 0,430%, 3M 0,739% i 6M 1.022%);
 - 4) USD LIBOR – shall apply to USD deposits (value on the date of reaching these Regulations: 1M 0,24%, 3M 0.28% i 6M 0,59%);

Corrections of variable nominal rates due to changes in reference interest rate shall be conducted in intervals corresponding to period of reference interest rate validity, and/or on monthly, quarterly or semi-annual level (or on the level of other reference interest rate validity period) calendar-based during the year.

New value of reference rate shall be established on the expiry date of their previous validity period (month, quarter, six months or other period, pursuant to validity period of applicable reference rate) and shall apply to the next period.

Exceptionally, correction of nominal interest rate in intervals different from validity period of applicable reference interest rate by defining deposit terms and conditions under Bank's Catalogue of facilities and under the agreement with the client, in which case correction shall be made in intervals provided for under appropriate documents.

- 4.3.** The Bank shall perform neither deposit indexation nor deposited amounts revaluation.
- 4.4.** Method of calculating interest: conformal
- 4.5.** No costs and expenses on Client's account.
- 4.6.** Client's income realized based on interest on f/x savings and other deposits of citizens shall not be subject to taxation pursuant to provisions of the Law on income tax of the Republic of Serbia citizens and obligation of settling tax liabilities shall be on Client's account.
The Bank, as payer of interest incomes shall be bound, pursuant to relevant Republic of Serbia regulations, to calculate and withhold the amount of Client's tax liability on such basis, and to pay on Client's behalf and for their account after deduction.

Izuzetno od prethodnog, Zakon o privremenom izuzimanju od oporezivanja porezom na dohodak građana određenih vrsta prihoda, ne utvrđuje se i ne plaća porez na prihode od kapitala po osnovu kamate na devizne štedne i druge depozite građana, koja je ostvarena do 31.12.2009. godine.

- 4.7. Banka osigurava depozite u visini propisanoj Zakonom o osiguranju depozita Republike Srbije, koja u momentu donošenja ovih Opštih pravila poslovanja sa fizičkim licima iznosi 50.000 EUR.

B. Odobranje kredita, dozvoljenog prekoračenja po tekućem računu i limita zaduženja po kreditnoj kartici

Član 5.

Banka u svom poslovanju odobrava Klijentima kredite, dozvoljena prekoračenja po tekućem računu i limite zaduženja po kreditnoj kartici (u daljem tekstu **Kreditni proizvodi**), sa minimumom uslova datim u nastavku:

5.1. Standardni proizvodi:

- 5.2.1. Gotovinski krediti opšte namene
- 5.2.2. Gotovinski krediti na bazi 100% deviznog depozita
- 5.2.3. Gotovinski krediti na bazi hipoteke
- 5.2.4. Potrošački krediti
- 5.2.5. Krediti za refinansiranje
- 5.2.6. Krediti za kupovinu automobila
- 5.2.7. Pozajmice po tekućem računu građana
- 5.2.8. Kreditne kartice

- 5.2. Banka odobrava kreditne proizvode u rasponu od od 10.000,00 do 1.500.000,00 RSD, za kredite u RSD bez valutne klauzule, odnosno od 100 do 15.000 EUR, u dinarskoj protivvrednosti, za kredite u RSD sa valutnom klauzulom.

- 5.3. Kreditni proizvodi se odobravaju na period od 12 do 84 meseca.

- 5.4. Kreditni proizvodi se odobravaju u RSD, i to:

- a) bez valutne klauzule – kreditni proizvodi bez valutne klauzule ne predviđaju indeksaciju/revalorizaciju
- b) sa valutnom klauzulom – kreditni proizvodi su indeksirani u EUR i odobravaju se u dinarskoj protivvrednosti odgovarajućeg iznosa EUR prema kupovnom kursu Banke za EUR na dan puštanja sredstava u tečaj. Pri obračunu visine obaveza Klijenta banka primenjuje prodajni kurs Banke za EUR na dan dospeća obaveze, odnosno plaćanja u slučaju da Klijent obavezu izmiri nakon dana dospeća, kao i u slučaju prevremene otplate kredita.

U slučaju da klijent uplati dospelu obavezu pre datuma dospeća, ukoliko dođe do porasta kursa na datum dospeća, dužan je da doplati razliku, a ukoliko dođe do pada kursa, razlika će ostati na depozitnom kontu i iskoristiće se prilikom plaćanja sledeće mesečne obaveze

- 5.5. Kreditni proizvodi se odobravaju uz primenu:

- a) **nepromenjive nominalnih kamatne stope:** – ostaje nepromenjena tokom trajanja perioda važenja ugovornog odnosa banke i Klijenta.
- b) **promenjive nominalne stope:** – korekcije promjenjivih nominalnih kamatnih stopa se odnose na:
 - **Ukupnu nominalnu kamatnu stopu** – kriterijum za njihovu izmenu je promena cene izvora finansiranja Banke usled:

Exceptionally from previous, tax on incomes from capital based on interest on f/x savings and other citizens' deposit shall be neither established nor paid if realized until 31st December 2009, as provided for under the Law on temporary exemption from taxation based on tax on citizens' certain incomes.

- 4.7. The Bank shall insure deposit to the amount provided for under the Republic of Serbia Law on deposit insurance, amounting to EUR 50.000 at the moment of passing these General Rules of business operations with natural persons.

B. Approving credits, overdrafts and limits of indebtedness under the credit card

Art. 5

In its operations, the Bank shall provide its Clients with credits, overdrafts and limits of indebtedness under the credit card (hereinafter referred to as: **Credit facilities**), with minimum of requirement as set below:

5.1. Standard facilities:

- 5.2.1. General purpose cash credits
- 5.2.2. Cash credits based on 100% f/x deposit
- 5.2.3. Cash credits based on mortgage
- 5.2.4. Consumers credits
- 5.2.5. Refinancing credits
- 5.2.6. Car credits
- 5.2.7. Overdrafts
- 5.2.8. Credit cards

- 5.2. The Bank shall approve credit facilities ranging from RSD 10.000,00 to RSD 1.500.000,00, for RSD credits without f/x clause, and/or from EUR 100 to EUR 15.000, in RSD counter value, for RSD credits with f/x clause.

- 5.3. Credit facilities shall be approved for period from 12 to 84 months.

- 5.4. Credit facilities shall be approved in RSD, as follows:

- a) Without f/x clause – credit facilities without f/x clause shall not envisage indexation/revaluation
- b) With f/x clause – credit facilities shall be indexed in EUR and shall be approved in RSD counter value of appropriate EUR amount at buying rate of the Bank for EUR on date of disbursement. When calculating the level of Client's obligation, the Bank shall apply selling rate of the Bank for EUR on the due date, and/or payment in case when Client has settled liability after the due date, as well as in case of premature credit repayment.

In case when Client has paid due amount before the due date, if the exchange rate has grown, client shall be bound to pay the difference, and if the exchange rate has fallen, the difference shall be kept on deposit account and be used when paying next monthly obligation.

- 5.5. Credit facilities shall be approved by applying:

- a) **Fixed nominal interest rate** – it shall remain unchanged during the period contracted between the Bank and Client.
- b) **Variable nominal rate** – correction of changeable nominal interest rates shall refer to:
 - **Total nominal interest rate** – criterion for their changes shall be change in the price of Bank's financing due to:

- 1) Promene relevantnih propisa Narodne banke Srbije (npr. promena propisane stope obavezne rezerve), mera monetarne politike i drugih propisa i mera nadležnih državnih organa Republike Srbije (primera radi izmene poreskog zakonodavstva), kao i drugih faktora koji rezultiraju istim efektom u skladu sa zakonima Republike Srbije. Promene nominalnih kamatnih stopa se vrši u skladu sa datumom početka važenja predmetnih propisa i mera.
- 2) Promene premije rizika zemlje Republike Srbije: – promene nominalnih kamatnih stopa se vrši u skladu sa datumom početka važenja premije u skladu sa ocenom rizika zemlje.
- 3) Promena referentne kamatne stope čija vrednost učestvuje u ceni izvora finansiranja banke: - Korekcije promenljivih nominalnih stopa usled promene referentne kamatne stope koja je od značaja za izvore finansiranja banke se vrši u vremenskim intervalima koji odgovaraju periodu važnosti odgovarajuće referentne kamatne stope, odnosno na mesečnom, tromesečnom ili šestomesečnom nivou (ili na nivou drugog perioda važenja odgovarajuće referentne kamatne stope) računato kalendarski u toku godine.
Nova vrednost referentne stope se utvrđuje na dan isteka prethodnog perioda (mesec, tri meseca ili šest meseci ili drugi period, shodno periodu važenja referentne stope koja se primenjuje) i primenjuje na naredni period.
Izuzetno, definisanjem uslova proizvoda u Katalogu proizvoda Banke i ugovorom sa Klijentom može biti predviđena korekcija nominalne kamatne stope u intervalima koji se razlikuju od perioda važnosti odgovarajuće referentne kamatne stope, u kom slučaju se korekcija vrši u intervalima predviđenim navedenim aktima.

ili

- **Promenu referentne kamatne stope ukoliko je ista sadržana u strukturi nominalne kamatne stope kreditnog proizvoda** – zavisno od toga da li se radi o kreditnim proizvodima sa ili bez devizne klauzule, kao i ročnosti kreditnih proizvoda, Banka primenjuje jednomesečnu, tromesečnu ili šestomesečnu vrednost sledećih referentnih kamatnih stopa:
 - 1) BELIBOR – primenjuje se na dinarske depozite (vrednost na dan donošenja ovih Pravila: 1M 12,17%, 3M 12,35% i 6M 12,48%);
 - 2) Kamatna stopa NBS na novčanom tržištu za repo transakcije (vrednost na dan donošenja ovih Pravila: 11,00%);
 - 3) EURIBOR – primenjuje se na depozite u valuti EUR (vrednost na dan donošenja ovih Pravila: 1M 0,430%, 3M 0,739% i 6M 1.022%);
 - 4) USD LIBOR – primenjuje se na depozite u valuti USD (vrednost na dan donošenja ovih Pravila: 1M 0,24%, 3M 0.28% i 6M 0,59%);Korekcije promenljivih nominalnih stopa usled promene referentne kamatne stope se vrši u vremenskim intervalima koji odgovaraju periodu važnosti odgovarajuće referentne kamatne stope, odnosno na

- 1) Changes in relevant NBS regulations (e.g. change in prescribed rate of mandatory reserve), monetary policy measure and other regulations and measures of competent Republic of Serbia bodies (for instance, changes in tax legislation), as well as other factors resulting in the same effect pursuant to the Republic of Serbia laws. Changes in nominal interest rates shall be made pursuant to the date of subject regulations and measures coming into force.
- 2) Changes in Republic of Serbia risk premiums: - change in nominal interest rates shall be conducted pursuant to the starting date of premium validity pursuant to risk assessment for the country.
- 3) Change in reference interest rate value of which participates in the price of Bank's financing resources: - corrections of variable nominal rates due to change in reference interest rate of importance for Bank's financing resource shall be conducted in intervals corresponding validity period of appropriate reference interest rate, and/or on monthly, quarterly or semi-annually level (or on the level of other validity period of appropriate reference interest rate) on calendar basis during the year.

New value of reference rate shall be established on the expiry date of their previous validity period (month, quarter, six months or other period, pursuant to validity period of applicable reference rate) and shall apply to the next period.

Exceptionally, correction of nominal interest rate in intervals different from validity period of applicable reference interest rate by defining deposit terms and conditions under Bank's Catalogue of facilities and under the agreement with the client, in which case correction shall be made in intervals provided for under appropriate documents.

or

- **Changes in reference interest rate if such has been contained in the structure of credit facility nominal interest rate** – depending on whether those are credit facilities with or without f/x clause as well as on the term of deposit, the Bank shall apply monthly, quarterly or semi-annually values of reference interest rates, as follows:
 - 1) BELIBOR – shall apply to RSD deposits (value on the date of reaching these Regulations: 1M 12,17%, 3M 12,35% i 6M 12,48%);
 - 2) NBS interest rate on the money market for REPO transactions (value on the date of reaching these Regulations: 11,00%);
 - 3) EURIBOR – shall apply to EUR deposits (value on the date of reaching these Regulations: 1M 0,430%, 3M 0,739% i 6M 1.022%);
 - 4) USD LIBOR – shall apply to USD deposits (value on the date of reaching these Regulations: 1M 0,24%, 3M 0.28% i 6M 0,59%);Corrections of variable nominal rates due to changes in reference interest rate shall be conducted in intervals corresponding to period of reference interest rate validity, and/or on monthly, quarterly or semi-annual

mesečnom, tromesečnom ili šestomesečnom nivou računato kalendarski u toku godine.

Nova vrednost referentne stope se utvrđuje na dan isteka prethodnog perioda (mesec, tri meseca ili šest meseci) i primenjuje na naredni period.

ili

- **Promenu margine ukoliko je ista sadržana u strukturi nominalne kamatne stope kreditnog proizvoda** – kriterijum za njihovu izmenu je promena cene izvora finansiranja Banke usled:

1) Promene relevantnih propisa Narodne banke Srbije (npr. promena propisane stope obavezne rezerve), mera monetarne politike i drugih propisa i mera nadležnih državnih organa Republike Srbije (primera radi izmene poreskog zakonodavstva), kao i drugih faktora koji rezultiraju istim efektom u skladu sa zakonima Republike Srbije. Promene nominalnih kamatnih stopa se vrši u skladu sa datumom početka važenja predmetnih propisa i mera.

2) Promene premije rizika zemlje Republike Srbije: – promene nominalnih kamatnih stopa se vrši u skladu sa datumom početka važenja premije u skladu sa ocenom rizika zemlje..

Izuzetno od odredbi prethodnih stavova, Banka je ovlašćena promeniti nominalnu kamatnu stopu u unapred ugovorom utvrđenom nominalnom iznosu ukoliko Klijent ne izvrši ili prestane da izvršava ugovorne obaveze koje su za banku bile presudan razlog za odobravanje kreditnog proizvoda po inicijalno odobrenoj nominalnoj kamatnoj stopi (primera radi: neispunjavanje obaveze prijema redovnih ličnih primanja na račun kod banke).

5.6. metod obračuna kamate: konformni;

5.7. U slučaju docnje u izmirenju obaveza Klijenta, Banka primenjuje ugovorenu/redovnu kamatnu stopu uvećanu za 5 (pet) procentinih poena.

Izuzetno od odredbi prethodnog stava ove tačke, Banka je ovlašćena da u slučaju docnje primenjuje kamatnu u visini zakonske zatezne kamate ukoliko je ona viša od kamatne stope navedene u prethodnom stavu;

5.8. Banka naplaćuje proviziju za obradu kreditnog zahteva u iznosu do 3%, na iznos kredita puštenog u tečaj, minimum 1.000 rsd. Provizija se naplaćuje jednokratno. Provizija za otvaranje i održavanje računa kreditne partije se ne naplaćuje.

5.9. Klijent ima pravo da izvrši samo potpunu prevremenu otplatu kredita, uz obavezu da o tome pismeno izvesti Banku i podnese zahtev za prevremenu otplatu kredita najmanje 2 (dva) radna dana pre prevremenog vraćanja Kredita u svrhu sačinjavanja odgovarajućeg obračuna od strane Banke.

U slučaju prevremene otplate kredita Korisnik kredita je dužan da Banci plati naknadu za zahtev za prevremenu otplatu kredita u visini utvrđenoj opštim aktima banke i jednokratni dodatni iznos u visini od 3,0% preostalog duga.

Izuzetno, u slučaju raskida ugovora od strane Klijenta iz razloga neprihvatanja izmena i dopuna ugovora sa bankom koje su posledica promene onih opštih uslova poslovanja Banke koji nisu utvrđeni kao promenljivi, Banka odobrava

level (or on the level of other reference interest rate validity period) calendar-based during the year

New interest rate value shall be established on the expiry date of previous month (month, three months or six months) and shall apply to the next period.

Or

- **Change in margin if such has been contained in the structure of credit facility's nominal interest rate**— criterion for their change shall be change in the price of Bank's financing resources due to:

1) Changes in relevant NBS regulations (e.g. change in prescribed rate of mandatory reserve), monetary policy measure and other regulations and measures of competent Republic of Serbia bodies (for instance, changes in tax legislation), as well as other factors resulting in the same effect pursuant to the Republic of Serbia laws. Changes in nominal interest rates shall be made pursuant to the date of subject regulations and measures coming into force.

2) Changes in Republic of Serbia risk premiums: - change in nominal interest rates shall be conducted pursuant to the starting date of premium validity pursuant to risk assessment for the country.

Exceptionally from provisions under previous paragraph, the Bank shall be authorized to change nominal interest rate for the in advance established nominal amount under the agreement is the Client has failed to meet or has stopped meeting obligations which bank considered crucial reason for approving credit facility at initially approved nominal interest rate (for example: failing to meet obligation of receiving regular salary to the account with the Bank).

5.6. Method of interest calculation: conformal;

5.7. In case of default in meeting Client's obligations, the Bank shall apply contracted/regular interest rate increased for 5 (five) percentage points.

Exceptionally from the provisions under previous paragraph of this item, the Bank shall be authorized to apply interest, in case of default, amounting to legal default interest if such is higher than interest rate mentioned under previous paragraph above;

5.8. The Bank shall charge commission for processing credit application amounting to 3% to the amount of disbursed credit, minimum RSD 1.000. commission shall be one-off. Commission for opening and keeping account, credit accounts shall not be charged.

5.9. The Client shall be entitled to only complete premature credit repayment, with obligation to notify the Bank in writing and to submit request for premature credit repayment no less than 2 (two) business days prior to premature credit repayment for the purpose of making appropriate calculation by the Bank.

In case of premature credit repayment, Credit beneficiary shall be bound to pay the Bank fee for premature credit repayment request to the amount provided for under Bank's general documents and one-off additional amount of 3.0% of outstanding debt.

Exceptionally, in case of agreement termination by the Client due to non-accepting amendments of and supplements to the agreement with the Bank resulting from those general terms and conditions of Bank's operations not

Klijentu prevremenu otplatu bez obaveze plaćanja naknade iz prethodnog stava ove tačke. Klijent je ovlašćen iskoristiti mogućnost prevremene otplate bez naknade i drugih troškova u toku od 30 dana od dana obaveštavanja Banke o neprihvatanju predmetnih izmena i dopuna ugovora.

5.10. Kao obezbeđenje potraživanja Banke, Klijent je dužan pružiti Banci sledeća sredstava obezbeđenja, u skladu sa Ugovorom zaključenim sa Bankom:

- a) Solo blanko menica – korisnika kredita i Solo blanko menica potpisana od strane žiranta (jemca), ukoliko je predviđen.
- b) Kreditno sposobni žirant(i) prihvatljiv(i) za Banku
- c) Garantni depozit
- d) Hipoteka I reda u korist Banke, procenjene od strane ovlašćenog procenjivača.
- e) Polisa osiguranja Nacionalne Korporacije za Osiguranje Stambenih Kredita (NKOSK) za stambene kredite osigurane NKOSK.
- f) Zaloga na pokretnoj imovini i hartijama od vrednosti (osim akcija)
- g) Jemstvo pravnog lica (koji ima zadovoljavajući bonitet)
- h) Drugi kolateral prihvatljiv prema mišljenju Sektora za upravljanje rizicima

Pored sredstava obezbeđenja iz prethodnog stava, Klijent je dužan Banci pružiti, kao instrumente urednog izmirenja obaveza, i Administrativnu zabranu na redovna lična primanja (Klijenta i žiranta/jemca, ukoliko je predviđen) i trajni nalog po računu otvorenom kod Banke (dinarskom ili deviznom).

U toku perioda otplate kredita zamena konstituisanih sredstava obezbeđenja je moguća:

- Na obrazloženi zahtev Klijenta i uz saglasnost Banke
- Na zahtev Banke, ukoliko bilo koji od instrumenata obezbeđenja predviđenih Ugovorom izgubi pravnu valjanost ili promeni vrednost tako da po mišljenju Banke više ne pruža dovoljno obezbeđenje za obaveze Korisnika, Korisnik je u obavezi da do konačnog izmirenja svih svojih ugovornih obaveza, na zahtev i poziv Banke dostavi i druge instrumente obezbeđenja koje po mišljenju Banke u dovoljnoj meri obezbeđuje njegova potraživanja.

Svi troškovi konstituisanja navedenih sredstava obezbeđenja, koji obuhvataju administrativne takse i druge vrste naknada propisanih od strane nadležnih državnih organa Republike Srbije, padaju na teret Klijenta.

5.11. U slučaju neizmirenja dve rate ili 60 dana docnje, banka može aktivirati sredstva obezbeđenja ukoliko se klijent nije odazivao na pisane opomene i telefonske pozive.

Banka ima pravo naplatiti sva svoja nenaplaćena potraživanja realizacijom sredstava obezbeđenja u slučaju da bilo koje od potraživanja nastalo iz ili u vezi sa Ugovorom zaključenim sa Klijentom ne bude izmireno o roku dospeća, ako je iz datih okolnosti očigledno da ni ostala/kasnija potraživanja neće biti izmirenja.

5.12. Banka ima pravo da jednostrano otkáže Ugovor sa Klijentom i pre isteka ugovorenog roka, proglasi ga dospelim i da zatraži momentalni povraćaj iskorišćenog kredita uvećanog za pripadajuću kamatu, kao i za

provided for as variable, the Bank shall allow Client to repay prematurely with no obligation of paying fee under previous paragraph of this item. Client shall be entitled to use possibility of premature repayment with no fee and other expenses within 30 days from the date of notifying Bank on non-acceptance of subject amendments of and supplements to the agreement.

5.10. As security for Bank's claims, the Client shall be bound to provide the Bank following security instruments, pursuant to the Agreement concluded with the Bank.

- a) Solo bill – of credit beneficiary and solo bill signed by guarantor (warrantor), if provided for.
- b) Creditworthy guarantor(s) acceptable for the Bank
- c) Guarantee deposit
- d) I rank mortgage in favor of the Bank, assessed by authorized appraiser.
- e) Insurance policy of National Mortgage Insurance Corporation (NMIC) for housing credits insured by NMIC
- f) Pledge on movable property and securities (except shares)
- g) Guarantee of legal entity (of satisfactory solvency)
- h) Other collateral acceptable pursuant to the opinion of Risk Management Division.

Besides security instruments under previous paragraph, the Client shall be bound to provide the Bank with administrative ban for regular personal incomes (of client and guarantor/warrantor, if provided for) and permanent payment order for account open with the Bank (RSD or f/x).

During the period of credit repayment, it is possible to change established security instruments, as follows:

- At Client's explained request and with Bank's consent
- At Bank's request, in case when any of the security instruments provided for under the Agreement has lost their legal validity or changed value and, in the Bank's opinion, has not provided sufficient security for Beneficiary's obligations, the Beneficiary shall be bound to deliver, until the final settlement of their contractual obligations and at Bank's request and call, other security instruments, which shall represent sufficient security for their obligations in Bank's opinion.

All expenses for establishing mentioned security instruments, including administrative duties and other types of fees provided for by competent bodies of the Republic of Serbia shall be borne by the Client.

5.11. In case of failing to pay two installments or 60 days of default, the Bank can activate security instruments if the client has answered neither written notices not telephone calls.

The Bank shall be entitled to collect all its outstanding claims by security instruments realization in case that any of the claims arisen from or in connection with Agreement concluded with the client has not been met within maturity period, if obvious, given the circumstances, that outstanding/late claims neither shall be paid.

5.12. The Bank shall be entitled to unilateral cancelation of Agreement with the Client, even before the contracted period expiry, to announce it due and to request instant repayment of used credit increased for belonging interest,

eventualne druge pripadajuće troškove, a sve za slučaj da Klijent, kao korisnik kredita, neuredno ili neblagovremeno ispunjava svoje ugovorne obaveze, povredi bilo koju ugovornu odredbu ili je očigledno da neće biti u stanju da ispuni preuzete obaveze po Kreditu.

C. Otvaranje, vođenje i gašenje računa klijenata

Član 6.

Minimum uslova koje Banka primenjuje pri otvaranju, vođenju i gašenju računa klijenata kod banke obuhvata:

- 6.1.** Naknade i ostali troškovi koji padaju na teret Klijenta obuhvataju naknade za: vođenje (na mesečnom nivou) i gašenje računa, izdavanje vanrednog izvoda po tekućem računu, izdavanje potvrda i izdavanje Potvrda o izvršenom plaćanju u domaćem platnom prometu. Navedene naknade se kreću u rasponu od 100,00 do 1.000,00 RSD
- 6.2.** Banka na sredstva na računu Klijenta kod banke ne plaća kamatu.

D. Platne kartice

Član 7.

Banka u svom poslovanju izdaje i daje na korišćenje klijentima debitne platne kartice, kojima se omogućava raspolaganje sredstvima na računu klijenta, pod sledećim minimumom uslova:

- a)** Debitne kartice se izdaju na period od 60 meseci
- b)** Dnevni limiti korišćenja iznose: broj transakcija 10, limit potrosnje na POS 45.000,00 RSD, limit na ATM 35.000,00 RSD, ukupan dnevni limit (ATM + POS) 80.000,00 RSD. Banka je ovlašćena promeniti dnevne limite iz prethodnog stava koja se vrši Odlukom Banke uz obaveštenje Klijenta.

Na zahtev Klijenta Banka može odobriti promenu, odnosno smanjenje ili povećanje limita nezavisno od limita utvrđenih na način iz prethodnih stavova 1 i 2.

- c)** Naknade i ostali troškovi koji padaju na teret Klijenta su promenljivi i obuhvataju naknade na ime: godišnje članarine za dodatnu karticu, zamene plastike / PIN-a, blokiranje kartice, neosnovana reklamacije i provere stanja na bankomatima drugih banaka, koje se kreću u rasponu od 30,00 do 600,00 RSD, kao i naknade za isplatu gotovine sa bankomata, odnosno saltera, druge banke u visini od 3% min. 500,00 RSD.

Promena naknada i ostalih troškova iz prethodnog stava se vrši ukoliko dođe do promene uslova poslovanja, propisanih Operativnim pravilima poslovanja karticnih organizacija (VISA/MasterCard/DINACard)

Klijent je obavezan da odmah prijavi gubitak/krađu kartice Banci ili najbližoj banci na kojoj je istaknut znak (nalepnica) sa logotipom kartice ili na telefon Korisničkog centra + **381 11 395 22 55**, kao i da u roku od 2 dana, od dana gubitka/krađe kartice, u pisanoj formi potvrdi prijavu gubitka/krađe kartice Banci. (Fax, e-mail)

U slučaju da je kartica uništena odnosno oštećena, Korisnik je dužan da obavesti Banku, u pisanoj formi, popunjavanjem odgovarajućeg obrasca (u ekspozituri Banke u kojoj je kartica izdata). U slučaju uništenja, odnosno oštećenja kartice, kao i na njegov izričit zahtev, Klijentu će se dodeliti nov PIN kod.

as well as for other possible expenses, everything in case that the Client, as credit beneficiary, has not duly or timely met contractual obligations, has violated any contractual obligation or obviously shall not be able to meet obligations taken under the Credit.

C. Opening, keeping and closing clients' accounts

Art. 6

Minimum of terms and conditions the Bank shall apply when opening, keeping and closing clients' accounts with the bank shall include:

- 6.1.** fees and other expenses to be borne by the Client shall include fees for: keeping (on monthly level) and closing account, producing outstanding statement of current account, issuing certificated and issuing Certificate on payment in domestic payment operations. Mentioned fees shall range from RSD 100.00 to RSD 1.000.00
- 6.2.** The Bank shall not pay the Client interest for assets on Client's account with the Bank.

D. payment cards

Art. 7

In its operations, the Bank shall issue and give Clients to use debit payment cards, using which Client can dispose on assets on their accounts, under following minimum requirements:

- a)** debit cards shall be issued for period of 60 months
- b)** daily limit for amounts: number of transactions 10, expenditure limit at POS RSD 45.000.00, limit at ATM 35.000.00, total daily limit (ATM + POS) RSD 80.000.00
- The Bank shall be entitled to change daily limits under previous paragraph under the Bank's Decision with notification to the Client.

At Client's request, the Bank can approve change, and/or decrease or increase of limit, regardless the limits provided for in a manner under previous paragraph 1 and 2.

- c)** Fees and other expenses to be borne by the Client shall be variable and shall include: annual membership fee for additional card, change of plastic /PIN, card blocking, unfounded complaint and checking balance on other banks' ATMs, ranging from RSD 30.00 to RSD 600.00, as well as fees for withdrawing cash at ATM and/or counter of other bank amounting to 3% but not less than RSD 500.00.

Change in fees and other expenses under previous paragraph shall be made if changes in terms of business operations have occurred provided for under Operating rules of operations of card organizations (VISA/MasterCard/DINACard).

Client shall be bound to report loss/theft of card immediately to the Bank or nearest bank bearing sign (label) with card logo or by the Call Center phone number + **381 11 395 22 55**, as well as to confirm reporting loss/theft of the card to the Bank (fax, email) within 2 days from the date of card loss/theft.

In case of destroyed and/or damaged card, Beneficiary shall be bound to inform the Bank in writing by filling in appropriate form (in Bank's branch office where card was issued). In case of card destroying and/or damaging, as well as in case of their explicit request, the Client shall be awarded new PIN code.

Ukupan iznos štete nastao gubitkom/krađom kartice do trenutka prijave gubitka/krađe kartice Banci snosi Klijent.

Klijent kome je na lični zahtev odobren dnevni limit za korišćenje kartice u iznosu većem od dnevnog limita utvrđenog aktima Banke, u slučaju gubitka/krađe takve kartice snosi odgovornost i za svu štetu preko iznosa dnevnog limita utvrđenog aktima banke.

U slučaju da kartica Klijentu bude vraćena ili Klijent sam pronađe izgublenu debitnu karticu, Klijent je obavezan da obavesti Banku i saopšti svoju odluku o daljem korišćenju ili gašenju vraćene kartice.

E. Pismeni ugovor koji Banka zaključuje s Klijentom

Član 8.

Pismeni ugovor koji Banka zaključuje s Klijentom (u daljem tekstu: **Ugovor**) obavezno sadrži minimum uslova utvrđenih ovim Pravilima.

Pri zaključivanju ugovora o depozitu/kreditu, banka uz ugovor uručuje klijentu opšte uslove poslovanja koji se odnose na predmet ugovora i jedan primerak plana isplate depozita / otplate kredita, kao i pregled bitnih elemenata depozita/kredita, koji sadrži osnovne podatke o depozitu/kreditu.

Banka obaveštava Klijenta o nameri izmena I dopuna ugovora, uz navođenje razloga za izmene i dostavu aneksa ugovora, ako su te izmene I dopune nastale zbog promene onih opštih uslova poslovanja banke koji nisu utvrđeni kao promenljivi, i to najkasnije 15 dana pre početka njihove primene a na način kojim se obezbeđuje potvrda o njihovom prijemu.

Ukoliko Klijent obavesti banku da neće dati saglasnost na predložene izmene, Banka je obavezna da mu ostavi rok od najmanje 30 dana za raskid ugovora, i to bez naplate dodatnih troškova.

Izuzetno od odredbi stava 2 ovog člana, Banka obaveštava Klijenta I o izmeni visine promenljive nominalne kamatne uz navođenje razloga za promenu i datuma od kada se ova promena primenjuje, i to najkasnije 15 dana pre početka njihove primene.

Uz obaveštenje iz prethodnog stava Banka Klijentu dostavlja i izmenjeni plan isplate depozita, odnosno otplate kredita.

F. Obaveštavanje klijenata o njihovim pravima i o ostvarivanju tih prava

Član 9.

Banka Klijentu, na njegov zahtev, pruža informacije o uslovima koji se odnose na prijem depozita, odobravanje kredita, otvaranje, vođenje i gašenje računa klijenta, kao i izdavanje i korišćenje platnih kartica (ponuda banke).

Informacije iz stava 1. ove tačke se iskazuju na obrascima definisanim ovim Pravilima I datim u njihovom prilogu, a banka ih uručuje klijent.

Banka obaveštava ga da, na svoj zahtev, može dobiti, bez naknade, tekst ugovora o depozitu, odnosno kreditu - kao predlog za njihovo zaključivanje.

Total amount of damage arising from card loss/theft until the time of reporting card loss/theft to the Bank shall be borne by the Client. The Client who has been, at personal request, approved daily limit for using card exceeding the amount of daily limit provided for under Bank's documents, shall borne responsibility for all damage exceeding the amount of daily limit provided for under the Bank's document in case of card loss/theft.

In case the Client has been returned a card or when the Client has found lost debit card, the Client shall be bound to notify the Bank or announce their decision on further using or returned card closing.

E. Written Agreement entered into between the Bank and the Client

Art.8

Written agreement entered into between the bank and the client (hereinafter **the Agreement**) must contain minimum requirements set hereunder.

At the time of concluding a deposit/loan Agreement, the Bank shall provide the Client with the general terms and conditions referring to the subject matter of the agreement and a copy of the payment schedule for such deposit/loan along with the Principal elements of the deposit/loan, which contains basic data on deposit/loan.

The bank shall inform the client on its intention to amend and/or supplement the agreement, reasons for changes in the agreement along with wording of the Annex to the agreement, if such amendments and/or supplements are due to changes of those general terms and conditions of the bank not defined as variable, by no later than 15 days prior to commencement of their application and in the manner securing the confirmation of their receipt.

If the client informs the bank that he is not going to give his consent on proposed amendments, the Bank must provide a deadline of at least 30 days for termination of the agreement, without charging any additional costs.

Apart from paragraph 2 of this article, bank shall also inform the client on change of variable nominal interest rate and the date when this change shall start to be applied as well as reasons of such change, by no later than 15 days prior to commencement of their application.

Together with the notification from the previous paragraph, the Bank shall also deliver to the client amended deposit schedule and/or loan repayment schedule.

F. Notifying the clients on their rights and how to exercise such rights

Art. 9

The Bank shall provide to the client, at his request, information on terms and conditions regarding receipt of deposits, approval of loans, opening, maintaining and closing of client's accounts, as well as issue and usage of payment cards (banks' offer).

Information referred to under paragraph 1 hereof should be disclosed on forms defined by this Rules and enclosed herein.

The Bank shall inform the client that he, at his personal request, may obtain, free of charge, drafts of relevant agreements – as proposals for their conclusion.

III Završne odredbe**Član 10.**

- 10.1.** Odredbe tačke 8. ovih Pravila, koje se odnose na obaveštavanje Klijenata primenjuju se i na ugovore zaključene do dana stupanja na snagu ovih Pravila.
- 10.2.** Izmene ovih Pravila Banka će učiniti dostupnim Klijentu obaveštenjem istaknutim u poslovnim prostorijama Banke, kao i na svojoj Internet prezentaciji, 15 dana pre početka njihove primene, osim u slučajevima utvrđenim tačkom 8. ovih Pravila.
- 10.3.** Na sve što nije uređeno odredbama ovih Pravila poslovanja sa fizičkim licima, primenjuju se odredbe Ugovora zaključenih sa Klijentima, Opštih pravila i uslova poslovanja Banke i relevantnih zakonskih propisa.
- 10.4.** Ova Pravila su sačinjena i usvojena u dvojezičnom tekstu, na srpskom i engleskom jeziku, pri čemu u slučaju da postoje razlike između dva teksta, tekst na srpskom jeziku se ima smatrati vazecim.
- 10.5.** Ova Pravila poslovanja sa fizičkim licima stupaju na snagu i primenjuju se počev od 31. oktobra 2009. godine.

III Closing provisions**Art. 10.**

- 10.1.** The banks shall also apply the provisions of the Article 8. of this Rules, referring to the manner of informing the clients to agreements concluded until the effective date hereof.
- 10.2.** The Bank shall inform the Client of any amendments to these Rules by displaying appropriate notice in the Bank's business premises, as well as in its Internet presentation, within 15 days after the enforcement date, save for the cases mentioned in article 8. hereof,
- 10.3.** To all issues not envisaged hereunder, provisions of the Agreement concluded with the Client, General Business Terms and Conditions of the Bank and relevant laws shall be applied.
- 10.4.** These Rules are made and adopted in bilingual form, in Serbian and English; however, in case of any inconsistencies between the English and Serbian text, the text in the Serbian language shall prevail
- 10.5.** These General Terms and Conditions of Performing Banking Operations with Private Individuals shall become effective and shall be applied as of 31 October 2009.

U Beogradu/Belgrade
21.10.2009.

Predsedavajući upravnog odbora
Interim Chairman of Board of Directors

Pavel Igorevič Gorbacevič