

Na osnovu člana 36. Zakona o platnom prometu («Službeni list SRJ « br. 3/02, 5/03 i « Službeni glasnik RS» br. 43/04 i 62/06) i tačke 20. stav 2. Odluke o uslovima i načinu otvaranja, vođenja i gašenja računa kod Banke («Službeni glasnik RS» br. 33/05 - u daljem tekstu zajednički označeni kao Zakon)

Pursuant to Article 36. of the Law on Payment Operations («Official Gazette of FRY» No. 3/02 and No. 62/06) and Point 20 Section 2, for the purpose of enforcement of that law, the Decision on conditions and manner of opening, maintaining and cancelling of an account with a Bank («Official Gazette of RS» No.33/05 – hereinafter all referred to as the Law)

1. **UniCredit Bank Srbija a.d.**, iz Beograda, ul. Rajićeva br. 27-29,

17324918,

matični broj / *Company ID* koju zastupa, ime i funkcija lica koje zastupa Banku/ *represented by, name, adress and position of the Bank representative*

(u daljem tekstu: Banka / *hereinafter: the Bank*),

i / *and*

2. _____,

_____ ,
pun naziv pravnog lica *full name of the legal entity*

iz/of

_____, _____, _____,

_____ ,
ulica/ *address*

br./no

matični broj/ *Company ID No.*

PIB/Tax No

koje zastupa/*represented by* ime i prezime i funkcija lica koje zastupa pravno lice *name, adress and position of the legal entity representative*

(u daljem tekstu: Klijent/ *hereinafter: the Client*).

zaključili su dana/on _____ godine, u /in _____, *entered into the following.*

U G O V O R O OTVARANJU I VOĐENJU RAČUNA DOMAĆIH PRAVNIH LICA AGREEMENT ON OPENING AND MAINTAINING ACCOUNT FOR DOMESTIC LEGAL ENTITIES

BR./NO. _____

Član 1 – Predmet Ugovora

Article 1 – Subject of the Agreement

- 1.1. Predmet ovog Ugovora je regulisanje međusobnih prava i obaveza po osnovu otvaranja, vođenja i gašenja računa Klijenta za obavljanje platnog prometa u dinarima, kod Banke.

The asubject of this Agreement is regulation of mutual rights and obligations regarding opening, maintaining and closing of the account in the domestic payment in dinar /RSD/ of the Client with the Bank.

1.2. Ugovorne strane saglasno utvrđuju da Banka ovim Ugovorom preuzima obavezu da Klijentu, na njegov zahtev i u njegovo ime, otvori i vodi sledeće tekuće račune za redovno poslovanje:

The Parties jointly establish that by this Agreement the Bank undertakes to open and maintain for the Client, upon its request and on its behalf, the the following current accounts for ordinary business as follow:

1. Broj:
(naziv računa/name of the account)

2. Broj:
(naziv računa/name of the account)

Ugovorne strane su se sporazumele da Banka, na zahtev Klijenta, otvori Klijentu i druge račune za posebne namene, čije je otvaranje i vođenje propisano zakonom, propisom ili aktom nadležnog organa:

The parties agree that the Bank, on request of the Client, will open to the Client and other special purpose accounts, which opening and maintaining are proscribed by law, regulation or some other relevant body.

1. Broj:
(naziv računa/name of the account))

2. Broj:
(naziv računa/name of the account)

(u daljem tekstu Račun / hereinafter referred to as the Account).

Član 2 – Obaveze Banke **Article 2 – Bank's Obligations**

1.1 Banka ovim Ugovorom preuzima obavezu da:
The Bank hereby undertakes to:

- (i) prima, izvršava i evidentira uredno sačinjene naloge za plaćanje koji su izdati u skladu sa Zakonom o platnom prometu i Odlukom o obliku, sadržini i načinu korišćenja jedinstvenih instrumenata platnog prometa u pisanoj formi, računarskom komunikacijom, na teret Računa, do iznosa raspoloživih sredstava na Računu, u rokovima i na način propisan Zakonom.

receive, execute and register duly made out payment order issued in accordance with the Law on Payment Transaction and the Decision on the Form, Contents and Use of the Uniform Instruments in Payment Transaction in writing, by means of computer communication, debiting the Account, up to the amount of available funds on the Account, within the terms and in the manner prescribed by the Law.

- (ii) Klijentu redovno stavlja na raspolaganje izveštaje o dnevnim promenama na Računu zajedno sa stanjem Računa na dan izvršenih promena, i to narednog dana, a najkasnije 2 (dva) radna dana nakon izvršene promene na račun i / ili ispostavljenog naloga, u formi izvoda koji Klijent preuzima ili koji mu se stavlja na raspolaganje na način naznačen u pismenom zahtevu za otvaranje Računa i/ili dodatnim zahtevom Klijenta, uključujući i nerealizovane naloge o čemu se Klijent obaveštava telefonom ili putem e-maila.

provide the Client regularly with reports on daily changes on the Account together with the statements of the Account on the date on which such changes are effected, including also any unrealized orders, and shall do that on the following day, and not later than 2 (two) days after the changes on the Accounts were made and/or the order was issued, in the form of statement handed over to the Client or made otherwise available, as defined in the written application for opening of the account and/or in additional request of the Client, including the orders that have not been effected, of which the client shall be notified by phone or e-mail.

- (iii) ispita svako neslaganje ili osporavanje dugovanja odnosno potraživanja po Računu na koje Klijent ukaže i, na osnovu i u zavisnosti od prikupljenih informacija, izvrši odgovarajuće korekcije.
to enquire into any discrepancies or contesting of any payables, i.e. receivables on the Account, notified by the Client and, to make the corresponding corrections on the basis of, and depending on the information collected.
- (iv) poštuje princip tajnosti Računa u skladu sa Zakonom i da informacije o računu daje samo Klijentu ili po nalogu suda, odnosno drugog nadležnog organa.
to observe the principle of secrecy of Account, in accordance with the Law and disclose information about the account only to the Client or upon the order of the court or any other relevant authority.
- (v) Banka će odbiti da izvrši nalog Klijenta koji nije ispostavljen u skladu sa važećim propisima
The Bank shall deny executing any Client's order if not submitted in accordance with the applicable regulations.

Član 3 – Obaveze Klijenta

Article 3 – The Client's Obligations

3.1 Klijent ovim Ugovorom preuzima obavezu da:

By this Agreement the Client undertakes:

- (i) obavesti Banku o svakoj statusnoj i drugoj promeni originalno dostavljenih podataka, koja se promena registruje kod Agencije za privredne registre, suda i drugih nadležnih organa, i to u roku od 3 (tri) dana od dana ispostavljanja zvaničnog izvoda o izvršenoj promeni od strane suda i drugih nadležnih organa. Banka neće snositi odgovornost za eventualnu štetu nastalu relaizacijom naloga ukoliko nije prethodno uredno obavještena o izvršenoj promeni
to inform the Bank on any status and other changes of the data originally submitted, that are registered with the Business Register Agency, court and other relevant authorities, and to do that within 3 (three) days from the issuance, by the court or other relevant authorities, of an advice of such change. The Bank shall not be liable for any damage caused by the payment effected unless previously duly notified of the change.
- (ii) pregleda, sa dužnom pažnjom, svaki izveštaj ispostavljen od strane Banke i obavesti Banku o bilo kakvom neslaganju ili osporavanju dugovanja / potraživanja po Računu i to u roku od 3 (tri) radna dana po ispostavljanju izveštaja; u slučaju da pomenuti izveštaj bude dostavljen Banci posle isteka navedenog roka, Banka neće snositi odgovornost za eventualnu štetu, a Klijent će biti dužan da naknadi troškove koje Banka ima povodom obrade takve, neblagovremene reklamacije.
to review with due care any report issued by the Bank and to inform the Bank on any discrepancies or contesting of any payables / receivables on the Account, within 3 (three) working days upon the issuance of such report; if such information is submitted to the Bank after the expiry of the stated term, the Bank shall not be liable for any damage and the Client shall compensate the costs incurred to the Bank in connection with the processing of such untimely claim.
- (iii) neće izmiriti obaveze po osnovu asignacije / cesije i drugih poslova koji su nedopušteni, ako kao uputilac / ustupilac potraživanja ima, u momentu takvog plaćanja, neizmirenih obaveza prema Banci.
not to settle any liabilities on the ground of assignation / cession and other disallowed transactions, if as ordering party / assigner of such a liability, it has, at the time of such payment, any unsettled liabilities towards the Bank.
- (iv) obavlja poslove platnog prometa preko Računa u okviru tekućeg bankarskog radnog dana u skladu sa terminskim planom Banke definisanog Opštim Tarifama Banke, o čemu je Klijent upoznat.
to effect the payment transactions through the Account within the current working hours of the Bank, in accordance with the Bank's time schedule notified the Client.
- (v) da Banci dostavi podatke i dokumentaciju neophodne za identifikaciju fizičkog i pravnog lica u skladu sa pozitivnim propisima o sprečavanju pranja novca.
provide the Bank with the data and documents needed for the identification of a natural or legal person in accordance with positive anti-money laundering legislation.

- (vi) da primljenu gotovinu po bilo kom osnovu uplati kod Banke istog dana, a najkasnije narednog radnog dana.
to deposit any received cash on whatsoever reason with the Bank on the same day, not later than on the following banking day.
- (vii) da će sredstva sa računa za posebne namene koristiti u skladu sa zakonom, propisom ili aktom nadležnog organa, kojim se uređuje korišćenje sredstava sa ovih računa.
that the funds in the special purpose account will be used in accordance with the law, regulation or instrument by a competent authority regulating the use of funds in such accounts.

Član 4 – Izvršenje naloga **Article 4 – Execution of orders**

- 4.1** Klijent može podneti Banci na realizaciju gotovinske naloga za uplatu i isplatu sa računa kao i bezgotovinske naloga za plaćanje i naplatu, sa priloženom dokumentacijom u skladu sa važećim propisima, u pisanoj formi ili elektronski na način propisan *Odlukom o obliku, sadržini i načinu korišćenja jedinstvenih instrumenata platnog prometa i Odlukom o elektronskom načinu obavljanja platnog prometa*, odnosno drugim propisom, zavisno od slučaja, potpisane od strane lica čiji je potpis deponovan na depo – kartonu odnosno lica kojem je, na osnovu deponovanog potpisa, dodeljena identifikaciona kartica ili elektronski sertifikat.

The Client may present to the Bank for realization non-cash orders for incoming and outgoing payments, into and from the Account, as well as non-cash payment and collection orders, with documentation enclosed and in accordance with the current regulations, in writing or in electronic form, in a manner prescribed by the Decision on form, contents and manner of using the uniform instruments of payment operation and the Decision on Electronic Payment Transactions i.e. by other regulation, depending on the case, signed by a person whose signature is deposited into the signature card, i.e. a person assigned with an identification card or an electronic certificate, based on such deposited signature

- 4.2** Banka ovim preuzima obavezu da izvršava naloga Klijenta za plaćanje na teret Računa, ali samo do iznosa raspoloživih sredstava na Računu, i to po redosledu u skladu sa prioritetima definisanim Zakonom i momentom prijema naloga, u toku bankarskog dana u kojem je naloga primila i / ili na datum valute naloga (kada je to kasniji datum); u slučaju kada, u toku bankarskog dana (na način određen terminskim planom Banke) u kojem je nalog primljen i / ili na datum valute naloga (kada je to kasniji datum), iznos raspoloživih sredstava na Računu nije dovoljan u cilju izvršenja konkretnog naloga, takav nalog će biti u redu za čekanje za izvršenje i to u periodu od 3 radna dana od datuma tražene valute ili predaje, u zavisnost koji je datum stariji. Nakon isteka trećeg bankarskog dana, takvi nalozi će biti automatski stornirani.

The Bank hereby undertakes to execute the Client's payment orders debiting the Account, but only up to the amounts available on the Account, and in the sequence of, and in accordance with, the priorities defined by the Law and the time of receipt of order, during the banking day on which the orders are received and / or on the order's value date (when it comes later); in case that during the day (in a manner determined by the Bank's time schedule) when the order is received and /or on the order value date (when it comes later) there are no sufficient funds on the Account for the execution of the concrete order, such order shall be placed in the waiting line for execution within the period of 3 working days of the requested value or delivery date, whichever is older. After the expiry of the third banking day, such orders will be automatically cancelled

- 4.3.** Ispravno popunjeni nalog Klijenta, primljen do isteka tekućeg bankarskog radnog dana u skladu sa terminskim planom Banke, Banka je dužna da obradi sa valutom isti dan, a da sve naloga primljene nakon ovog vremena, izvrši narednog radnog dana sa valutom narednog dana, osim ukoliko nije drugacije dogovoreno;

The Bank shall execute within the same day any duly completed payment order of the Client, if submitted by the end of the current banking day in accordance with the Bank's time schedule; all payment orders received after this period shall be executed on the following working day, unless otherwise agreed;

Član 5 – Kamata, Provizija, Naknada i sl.**Article 5 – Interest, Commission, Compensation and similar**

- 5.1** Ugovorne strane saglasno utvrđuju da će, na sredstva koja se nalaze na Računu, Banka obračunavati i plaćati kamatu u skladu sa svojom važećom poslovnom politikom.

The Parties jointly establish that the Bank will charge and pay an interest on the funds on the Account, in accordance with its current business policy

- 5.2** Ugovorne strane saglasno utvrđuju da Klijent ovim Ugovorom preuzima obavezu da Banci plaća, na ime naknade za njene usluge obavljanja poslova platnog prometa za račun Klijenta, provizije i naknade u skladu sa važećom poslovnom politikom Banke; u cilju efikasnije realizacije svoje predmetne obaveze Klijent ovim Ugovorom, neopozivo i bezuslovno, ovlašćuje Banku da obračunava i naplaćuje pomenute provizije i naknade direktno na teret Računa.

The Parties jointly establish that by this Agreement the Client undertakes to pay to the Bank, as a compensation for the Bank's services of payment operations for the Client, the commissions and fees in accordance with the Bank's current business policy; for the purpose of a more efficient realization of its obligation, by this Agreement the Client authorizes the Bank, irrevocably and unconditionally, to charge and collect the said commissions and fees directly to and from the Account

- 5.3.** Klijent ovim ovlašćuje Banku da, može automatski zadužiti Račun radi naplate svih dospelih neizmirenih iznosa glavnice, kamate, provizija i troškova, koje Klijent duguje Banci po osnovu ugovora koji su ili će biti zaključeni sa Bankom.

The Client hereunder authorizes the Bank to automatically debit this Account for all overdue amounts of the principal, interest, fees and/or costs which have not been paid to the Bank in accordance with Agreements the Client signed or will sign with the Bank.

Član 6 – Trajanje i Prestanak ovog Ugovora**Article 6 – Validity and Termination of this Agreement**

- 6.1** Ovaj Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih lica obe ugovorne strane.

This Agreement shall become effective on its signing date by the Parties official representatives.

- 6.2** Ovaj Ugovor se zaključuje na neodređeno vreme.

This Agreement is concluded for an indefinite term

- 6.3.** Ugovorne strane se saglašavaju da će se na sve što nije regulisano ovim Ugovorom primenjivati odredbe važećih zakonskih propisa kao i Opšti uslovi poslovanja UniCredit Bank Srbija a.d, sa kojima je Klijent upoznat pre potpisivanja istog i koje prihvata. U slučaju nesaglasnosti između odredaba Opštih uslova poslovanja i Ugovora, prednost će imati odredbe i uslovi izneti u ovom Ugovoru.

*The parties jointly agree that anything not regulating by this Agreement shall be subject to the applicable regulations and the Bank's General Business Conditions (hereinafter referred to as **GBC**) notified to the Client and accepted by the Client before signing this Agreement. If there is any conflict between GBC and the Agreement, the terms and conditions of the Agreement shall prevail.*

- 6.4.** Osim razloga za prestanak ovog Ugovora predviđenih relevantnim propisima, svaka Ugovorna strana može jednostrano raskinuti ovaj Ugovor, dostavljanjem drugoj strani pismenog obaveštenja/zahteva za gašenje u tom smislu uz ostavljanje otkaznog roka od 15 (petnaest) dana koji počinje da teče od dana prijema pismenog obaveštenja drugoj ugovornoj strani o otkazu ovog Ugovora. Za vreme otkaznog roka, Klijent je dužan da izmiri sva dospela dugovanja prema Banci. Ukoliko Klijent u otkaznom roku ne izmiri svoja dospela dugovanja prema Banci, Ugovor ostaje na snazi i nakon isteka otkaznog roka. Banka gasi račune i bez zahteva Klijenta za gašenje ako Klijent prestane da postoji kao pravni subjekt, saglasno relevantnim propisima.

Except for the reasons for termination of the Agreement determined by relevant regulations, each Party may unilaterally terminate this Agreement by sending an information in writing/request on account closing to the other Party to that effect, with a period of notice of 15 (fifteen) days following the day of delivery of such written notice to the other contractual party. During the termination period the Client will be obliged to settle any and all matured obligations towards the Bank. If the Client fails to fulfill its matured obligations towards the Bank within the termination period, the validity of this Agreement shall be extended after expiry of the termination period. The Bank closes account without the Client request on account closing if the Client ceases to last as a legal entity, in accordance with the applicable regulation.

- 6.5.** Ugovorne strane saglasno utvrđuju da će eventualne nesporazume koji mogu proizaći u vezi sa realizacijom ovog Ugovora rešavati na miran način, a ukoliko to nije moguće iste će izneti na rešavanje pred nadležan Trgovinski sud u Beogradu.

The Parties jointly establish that any misunderstandings that may arise in connection with the realization of this Agreement will be solved in a friendly manner, and if that is not possible they will submit it for settlement before the Commercial Court of competence in Belgrade.

- 6.6.** Eventualna šteta koju ugovorne strane pričine jedna drugoj u izvršavanju ovog Ugovora i vršenju platnog prometa, rešavaće se saglasno odredbama Zakona o platnom prometu i Zakona o obligacionim odnosima.

Any damage that a party may cause to the other party in the performance of this Agreement and payment transaction, shall be dealt in accordance with provisions of the Law on payment transactions and Law on contracts and torts.

- 6.7.** Ovaj Ugovor je sačinjen u 3 (tri) istovetna primerka od kojih 2 (dva) za Banku i 1 (jedan) za Klijenta, na srpskom i engleskom jeziku i u slučaju neslaganja, važeće su odredbe teksta na srpskom jeziku.

This Agreement is made in 3 (three) identical copies out of which 2 (two) for the Bank, and 1 (one) for the Client, in Serbian and english language, and in case of discrepancy, serbian text shall prevail.

KLIJENT/ CLIENT

BANKA / BANK
