

Na osnovu člana 35.stav 3. Zakona o deviznom poslovanju (»Sl. glasnik RS« br. 62/2006) i tačke 3. Odluke o uslovima otvaranja i načinu vođenja deviznih računa rezidenata (»Sl.glasnik RS«br.67/2006)
According to Article 35, paragraph three of the Law on Foreign Exchange Operations (Official Gazette of the Republic of Serbia No. 62/2006) and Section 3 of the Decision on Requirements for Opening and Operating Resident Foreign Exchange Accounts (Official Gazette of the Republic of Serbia No. 67/2006)

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

17324918,

matični broj / *Company ID* _____ koju zastupa / *represented by*

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

i / *and*

2. _____, _____
pun naziv klijenta/ *full name of the Client* _____ iz/from

_____ , _____ , _____ , _____
ulica/ *address* _____

br./no _____

matični broj/ *Company ID No.* _____

PIB/Tax No _____

_____ koga zastupa/ *represented by*

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

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

U G O V O R O OTVARANJU I VOĐENJU DEVIZNOG RAČUNA AGREEMENT ON FOREIGN ACCOUNT OPENING AND OPERATION

BR./NO. _____

PREDMET UGOVORA SCOPE OF THE AGREEMENT

Član 1./ Article 1

Ovim Ugovorom uređuje se otvaranje deviznog računa Klijenta broj
This Agreement shall govern the opening of the Client's foreign exchange account no.

zatim vođenje evidencije o stanju i prometu na računu, obračun i pripis kamate, izrada i dostavljanje izveštaja o stanju i prometu na računu, saldiranje i gašenje računa, kao i druga međusobna prava i obaveze ugovornih strana

and the operation of such account including the recorded account balances and transactions, applied and accrued interest, generated and delivered account statements, and balancing and closing of account, as well as the rights and obligations of the parties.

Devizni račun po osnovu ovog Ugovora, glasi na ime Klijenta i otvara se u poslovnim knjigama Banke kao tekući devizni nenamenski račun

The foreign exchange account hereunder shall be held in the Client's name and opened in the Bank's books of account as a current foreign exchange account for general purposes.

OBAVEZE BANKE UNDERTAKINGS OF THE BANK

Član 2. / Article 2

Banka se obavezuje da će po otvorenom računu:

After the account has been opened the Bank undertakes to:

- primati devizna sredstva Klijenta samo u valutama koje su predmet kupovine i prodaje na deviznom tržištu, a u skladu sa Odlukom o uslovima i načinu rada deviznog tržišta, i drugih podzakonskih akata doneti u skladu sa predmetnom odlukom/

Accept the Client's foreign exchange funds to be deposited into the account solely in currencies traded in the foreign exchange market subject to the Decision on the Requirements and Operating Procedures for the Foreign Exchange Market and other regulations enacted with reference thereto;

- omogućiti Klijentu, po njegovom nalogu, a u granicama raspoloživih sredstava, raspolaganje sredstvima na računu u skladu sa Zakonom o deviznom poslovanju i propisima donetim u vezi sa tim aktom/

Allow the Client, as instructed by the Client and within the available balances, to use the account subject to the Law on Foreign Exchange Operations and regulations enacted with reference thereto;

- izveštavati Klijenta o stanju i prometu na racunu izradom izveštaja koji će dostavljati Klijentu na način i u skladu sa definisanim u Zahtevu za otvaranje računa

Provide information to the Client on account balances and transactions by generating statements to be delivered to the Client in the manner specified in and subject to the Account Opening Application;

- plaćati Klijentu kamatu u devizama u valuti u kojoj je otvoren račun na sredstva po računu po kamatnoj stopi koja se utvrđuje aktima poslovne politike Banke, umanjenoj za iznos pripadajućih poreza

Pay foreign exchange interest to the Client on balances reported in the account and in the currency in which the account is held at the rate set by the Bank's business policies upon deduction of any applicable taxes.

Član 3. / Article 3

Banka garantuje sigurnost i tajnost uloga na računu saglasno važećim zakonskim propisima

The Bank undertakes to keep the deposits made to the account safe and confidential subject to applicable regulations.

OBAVEZE KLIJENTA UNDERTAKINGS OF THE CLIENT

Član 4. / Article 4

Banka otvara devizni račun Klijentu na osnovu podnetog Zahteva za otvaranje računa uz dostavljanje neophodne dokumentacije u skladu sa odredbama u Opštim uslovima poslovanja Banke (GBC).

The Bank shall open the foreign exchange account subject to the Account Opening Application and supporting documents to be provided as required by the provisions of the Bank's General Business Conditions (GBC).

Kad utvrdi da su ispunjeni uslovi iz prethodnog stava Banka s podnosiocem zahteva zaključuje ugovor i otvara mu devizni račun.

After the Bank finds that the requirements under the preceding paragraph have been complied with, it shall enter into the agreement with the applicant and open the respective foreign exchange account.

Član 5. / Article 5

Klijent se obavezuje

The Client undertakes to:

- da će koristiti račun u skladu sa propisima
Use the account in compliance with the regulations;
- da prihvata automatsko zaduživanje računa za troškove i naknade za bankarske usluge, koje proisteknu iz poslovanja po računu, bez naknadne pismene saglasnosti
Accept automatic debits made to the account for costs and fees charged for banking services resulting from transactions reported in the account, with no further requirement for the Client's written approval Make all authorised persons aware of the rights and obligations provided hereunder;
- da sva ovlašćena lica upozna sa pravima i obavezama iz ovog Ugovora ;
Make all authorised persons aware of the rights and obligations provided hereunder
- da o svakoj promeni identifikacionih, statusnih i drugih relevantnih podataka odmah obavesti Banku na način i u skladu sa ovim ugovorm, a najkasnije u roku od 3 radna dana od nastale promene
Immediately notify the Bank of any changes in identification, status-related or other relevant details in the manner and as required hereunder, no later than 3 business days after such changes have occurred.

Član 6. / Article 6

Klijent može ovlastiti jedno ili više lica da raspoložu sredstvima sa deviznog računa, sa tačno naznačenim ograničenjima, ukoliko takvih ima

The Client may authorise one or more persons to manage the foreign exchange account while precisely specifying the respective restrictions, if any.

Deponovanje potpisa lica ovlašćenih za upravljanje računom biće izvršeno isključivo u prostorijama Banke
The list of authorised signatures shall be signed by the person/s authorised to manage the account in the offices of the Bank.

Karton deponovanih potpisa čuva se u nadležnom sektoru Banke

The list of authorised signatures shall be kept by the Bank's relevant division.

Deponovani potpisi ovlašćenih lica su važeći sve do primljenog pisanog opoziva kartona deponovanih potpisa, na način zadovoljavajući za Banku, čak i u slučaju kada je izmena u pogledu ovlašćenja za upravljanje računom, objavljena u odgovarajućem Registru ili na drugi način.

The list of authorised signatures shall be valid until withdrawn in writing in the manner satisfactory to the Bank even if any changes in respect of the account managing powers have been entered into the relevant registry or otherwise reported.

Član 7. / Article 7

U slučaju bilo koje izmene ili dopune ovlašćenja za raspolaganje računom, kao što je promena imena ovlašćenog lica, promena adrese ili promena bilo koje druge činjenice od značaja za odnos Klijenta sa Bankom, Klijent mora Banku bez odlaganja i izričito obavestiti pismenim putem o takvoj izmeni, a

najkasnije u roku od 3 radna dana o datuma promene.

In the event of any changes or amendments in respect of the account managing authorisations, such as changes in the name of authorised person/s, addresses or any other facts of relevance to the Client's relationship with the Bank, the Client shall immediately and explicitly notify the Bank thereof in writing, no later than 3 business days after such changes have occurred.

Izmene i dopune iz prethodnog stava ovog člana će biti pravno obavezujuće za Banku tek od momenta prispeća istih u vidu pismenog obaveštenja u prostorije Banke

The changes and amendments under the preceding paragraph hereof shall be legally binding for the Bank only as of the moment the respective written notice is received at its offices.

Banka će zahtevati od Klijenta da podnese overene kopije i/ili originale dokumenata kojima se dokazuju gore navedeni podaci

The Bank shall ask the Client to present notarised copies of and/or original documents proving the information described above.

Član 8. / Article 8

Momentom dostavljanja Banci pisanog obaveštenja sa odgovarajućim dokazom o pravnom sledbeništvu Klijenta, ovlašćenja, kao i eventualno data punomoćja za upravljanje računom, prestaju da važe.

As of the moment any written notice with the supporting evidence proving that the Client has legally been succeeded, the authorisations and any powers granted to manage the account shall become invalid.

Po prispeću obaveštenja iz prethodnog stava, Banka će dozvoliti upravljanje računom samo na osnovu pravnosnažne i izvršne odluke nadležnog suda ili drugog organa ili punovažne i obavezujuće odluke nadležnog organa, a u skladu sa relevantnim propisima.

After it has received the notice referred to in the preceding paragraph, the Bank shall allow the account to be managed solely subject to the valid and enforceable decision issued by the relevant court or other body or valid and enforceable decision issued by relevant authorities as provided by applicable regulations.

IZVRŠAVANJE NALOGA/ TRANSACTING ORDERS

Član 9. / Article 9

Banka je neopozivo ovlašćena da prihvata uplate za račun Klijenta i da, shodno istima, odobrava adekvatne iznose na račun Klijenta, kao i da izvršava primljene naloge od strane Klijenta na način i u skladu sa datim instrukcijama, a koje ne smeju biti u suprotnosti sa propisima

The Bank is hereby irrevocably authorised to accept on behalf of the Client any payments made and credit such payments to the Client's account, as well as to transact orders received from the Client in the manner specified in and subject to the given instructions which shall not be inconsistent with any regulations.

Banka će od Klijenta uvek zahtevati jasna i izričita uputstva u pismenoj formi

The Bank will require the instructions received from the Client to be clear and explicit and given in writing.

U slučaju nedostatka jasnih, izričitih uputstava u pismenoj formi, Banka može izvršiti nalog za plaćanje ili uplatu u skladu sa svojom procenom postupajući pri tome sa pažnjom dobrog privrednika.

In the absence of clear and explicit written instructions the Bank may transact payment or deposit orders as it finds appropriate while acting in line with the best business practices.

Član 10. / Article 10

Ni u kom slučaju Banka neće biti odgovorna za štetu prouzrokovanu Klijentu ili trećem licu koja je rezultat pogrešnih i/ili nejasnih i/ili na drugi način nepreciznih instrukcija.

Under no circumstances shall the Bank be responsible for any damage caused to the Client or any third parties resulting from erroneous and/or unclear and/or otherwise imprecise instructions.

Treća strana ne može ni u kom slučaju steći zahtev prema Banci isključivo na osnovu prihvatanja i izvršenja takvog naloga i/ili instrukcija od strane Banke.

No third parties may under any circumstances make any claims toward the Bank solely for having accepted and transacted such orders and/or instructions.

Član 11. / Article 11

Knjiženje uplata na račun Klijenta načinjena greškom ili omaškom službenika Banke ili usled neke druge greške na strani Banke mogu biti poništena prostim unosom ispravke greške i bez posebnog naloga odnosne stranke.

Any entries credited to the Client's account by error or omission of the Bank's officers or due to any other error made by the Bank may be reversed by a simple entry adjusting such error with no special order given by the respective party.

Banka izvršava naloge i instrukcije Klijenta za plaćanja i preuzimanje obaveza sve dok postoji pokriće na Klijentovom računu i to pod uslovom da su sredstva raspoloživa na računu dovoljna za izvršenje Klijentovog naloga u celosti.

The Bank shall act upon the Client's orders and instructions to make payments and undertake commitments to the extent they are covered by the balance shown in the Client's account provided that such balance is sufficient to transact the Client's order in full.

Član 12. / Article 12

Banka izvršava naloge za plaćanje Klijenta uz prethodnu proveru verodostojnosti ispostavljenog naloga sa pažnjom dobrog privrednika.

The Bank shall act upon the Client's payment orders after it has previously verified the validity of such issued orders applying the best business practices.

Banka neće biti odgovorna, a u granicama relevantnog zakonodavstva, za štetu proisteklu iz eventualnog izvršenja krivotvorenog ili falsifikovanog naloga.

Bank will not be responsible, in relevant legislations, for the damage caused upon processing an supposititious order.

Član 13. / Article 13

U slučaju da je priliv na račun Klijenta stigao u valuti različitoj od valute računa koje Klijent ima kod Banke, Banka će držati ovakva sredstva u valuti naloga i o tome obavestiti Klijenta.

In the event of any payments received in favour of the Client's account in currencies other than the currency in which the account is held with the Bank, the Bank shall hold such payment in the currency specified in the respective order and notify the Client thereof.

Na sredstva navedena u prethodnom stavu neće biti obračunavana kamata.

No interest shall be accrued on the payment received as described in the preceding paragraph.

Sredstva opisana u stavu 1. ovog člana, će biti odobrena računu tek pošto Banka dobije odgovarajuće i jasne instrukcije od Klijenta za otvaranje računa u odnosnoj valuti.

The payment described in the paragraph one hereof shall be credited to the Client's account only after the Bank has received adequate and clear instructions from the Client to open an account in the respective currency.

Član 14. / Article 14

U slučaju da Banka treba da izvrši naplatu po osnovu kredita, odnosno plaćanja po osnovu dokumentarnog posla (akreditiva ili garancije) ili drugih naloga, Banka će izvršiti takav nalog tek posle pažljivog utvrđivanja ispravnosti odnosno dokumentacije u slučaju da je relevantnim standardima i/ili pravilima i/ili propisima koja regulišu predmetni posao nominovana da tako postupi.

In cases where the Bank should collect any payments under loans and/or for the purpose of documentary business (documentary credits or guarantees), the Bank shall act upon such orders only after it has carefully verified the validity of the respective documents provided that it is entitled to act accordingly by relevant standards and/or rules and/or regulations governing the particular transaction.

Banka će izvršiti plaćanja ili postupiti u skladu sa nalogima ili instrukcijama Klijenta tek pošto su svi dole navedeni uslovi ispunjeni na način koji je zadovoljavajući po oceni Banke

The Bank shall make payments or act as ordered or instructed by the Client only after all requirements listed below have been met to the satisfaction of the Bank, i.e. provided that:

- ako je nalog i/ili instrukcija pravilno sastavljen, sadrži sve informacije zahtevane od strane Banke i potpisan od strane ovlašćenih lica

Orders and/or instructions are properly issued containing all details required by the Bank and authorised signatures;

- ako je nalog i/ili instrukcija praćen svim neophodnim dokumentima (originalima ili kopijama u zavisnosti od slučaja) zahtevanim od strane Banke, a u skladu sa unutrašnjim pravilima Banke i/ili relevantnim zakonima i drugim propisima

Orders and/or instructions are supported by all necessary documents (originals or copies as the case may be) required by the Bank subject to its internal rules and/or applicable laws and regulations;

- ako Klijent raspolaže dovoljnim sredstvima na računu za izvršenje datog naloga u celosti

The Client's account shows sufficient balances to act upon received orders in full;

- ako je nalog i/ili instrukcija kao i samo plaćanje u saglasnosti sa važećim domaćim i međunarodnim zakonima i propisima

Orders and/or instructions, as well as the resulting payments, comply with applicable national and international legislation.

Član 15. / Article 15

Banka će izvršiti naloge i instrukcije u razumnom roku, a u skladu sa okolnostima konkretnog slučaja, relevantnim zakonima i drugim propisima, kao i u skladu sa Opštim uslovima poslovanja.

The Bank shall act upon orders and instructions within reasonable time as allowed by circumstances in each particular case, applicable laws and regulations, and subject to its General Business Conditions.

Ukoliko Banka smatra da nije u mogućnosti da izvrši nalog ili instrukciju obavestiće o tome Klijenta u razumnom roku.

In cases where it finds that it is unable to act upon any orders or instructions, the Bank shall notify the Client thereof within reasonable time.

Član 16. / Article 16

Dan na koji je Banka primila jasne i izričite pismene instrukcije koje sadrže sve tražene informacije i/ili dokumenta u skladu sa ovim Ugovorom i relevantnim zakonima i drugim propisima, smatraće se danom izdavanja odnosno naloga ili davanja odnosno instrukcije.

The day as of which the Bank received clear and explicit written instructions containing all required details and/or documents, as provided hereunder and by applicable laws and regulations, shall be deemed to be the day as of which the respective orders were issued and/or instructions provided.

Član 17. / Article 17

Potpisivanjem ovog ugovora Klijent prihvata činjenicu da se potpis i zavodni štambilj Banke na primljenom nalogu ili instrukciji smatraju samo potvrdom prijema, a ne i prihvatanjem obaveze za postupanje po tom nalogu i/ili instrukciji.

By executing this Agreement the Client acknowledges the fact that the Bank's signature and filing stamp on received orders or instructions shall solely be understood as the acknowledgement of receipt, not as the acceptance of any obligation to act upon such orders and/or instructions.

Član 18. / Article 18

Saldiranje i gašenje računa, Banka vrši na zahtev Klijenta u slučaju prenosa deviza na račun kod druge banke u zemlji ili inostranstvu u skladu sa propisima, u slučaju kada su devize na računu iskorišćene u celosti, kao i na osnovu izvršnog sudskog rešenja.

The account shall be balanced and closed upon the Client's request in case of transferring foreign exchange to the account held with other local or foreign bank subject to regulations or if the foreign exchange balance has been used up in full, as well as subject to the enforceable court decision.

U slučaju kada Klijent poseduje kod Banke bilo jedan bilo više računa, Banka je ovlašćena da u svakom momentu, u skladu sa relevantnim propisima, izvrši prebijanje bilo kojeg potraživanja od Klijenta sa obavezama koje ima prema njemu.

If the Client holds either one or more accounts with the Bank, the Bank shall be entitled to set off any of its claims against its liabilities toward the Client at any time.

Klijent je ovlašćen da izvrši prebijanje svojih dugova prema Banci sa potraživanjima koja ima od nje pod sledećim uslovima

The Client shall be entitled to set off its debts against its claims toward the Bank provided that:

- kada je njegovo potraživanje izričito i u pismenoj formi priznato od strane Banke
The Client's claim has explicitly been acknowledged by the Bank in writing;
- kada je potraživanje Klijenta u istoj valuti sa njegovom obavezom prema Banci koju na ovaj način prebija
The Client's claim and its debt toward the Bank to be set off are in the same currency; i/and
- kada ukupna postojeća potraživanja Klijenta od Banke prevazilaze iznos ukupnih postojećih i potencijalnih obaveza Klijenta prema Banci
The Client's aggregate current claims toward the Bank exceed the Client's aggregate current and potential liabilities toward the Bank.

Uslovi definisani stavom 3. ovog člana moraju biti kumulativno ispunjeni i odnositi se na sve račune koje Klijent ima kod Banke

The requirements specified under paragraph three above shall be met on cumulative basis and shall apply to all accounts held by the Client with the Bank.

Član 19. / Article 19

Banka je ovlašćena da zaduži račun Klijenta, bez obzira u kojoj je valuti taj račun, u cilju potpunog namirenja potraživanja koja ima od Klijenta u vezi sa obradom tekućih transakcija i s tim u vezi podnetim troškovima, u kojem slučaju će se za obračun primeniti važeći kurs Banke na dan zaduženja računa.

The Bank shall be authorised to debit the Client's account, irrespective of the currency in which such account is held, in settlement of any claims it may have toward the Client in full for processing any current transactions and related costs incurred, whereas in such case the Bank shall use its exchange rate applicable as of the date the account is debited.

Banka je ovlašćena da raspoláže sredstvima sa računa bez saglasnosti Klijenta u sledećim slučajevima

The Bank shall be entitled to use the account balances not obtaining the Client's prior approval in cases listed below:

- radi plaćanja po osnovu pravnosnažnih i izvršnih odluka suda ili drugog nadležnog organa, ili u drugim slučajevima predviđenim obavezujućim propisima
To make payments subject to valid and enforceable decisions issued by the court or other relevant authorities and/or in other cases provided by binding regulations;
- radi blokiranja računa (u slučaju popisa stvari za obezbeđenje ili izvršenje, privremene mere, pridržaja, itd.) po osnovu pravosnažne i izvršne odluke suda ili drugog nadležnog organa, a u skladu sa obavezujućim i važećim propisima,
To block the account (in the event the assets are listed for the purpose of security or enforcement, provisional measures, possession, etc.) subject to valid and enforceable decisions issued by the court or other relevant authorities as provided by binding and applicable regulations;
- u drugim slučajevima predviđenim zakonima i drugim propisima
In other cases provided by laws and other regulations.

Član 20. / Article 20

Ugovor se zaključuje na neodređeni vremenski period, s tim što ga obe ugovorne strane mogu otkazati s otkaznim rokom od 15 dana, koji počinje da teče od dana dostavljanja pismenog obaveštenja drugoj ugovornoj strani o otkazu ovog Ugovora

This Agreement is made for an indefinite period of time, whereas it may be terminated by either of the parties with a 15-day notice period starting from the day a written notice of termination is served to the other party.

Klijent je dužan da u toku otkaznog roka izmiri sva dospela dugovanja prema Banci

The Client shall be required to settle any outstanding debts owed to the Bank within the notice period.

Ukoliko Klijent koji je sam inicirao raskid Ugovora, u otkaznom roku ne izmiri svoja dospela dugovanja prema Banci, Ugovor ostaje na snazi i nakon isteka otkaznog roka.

If the termination of the Agreement has been initiated by the Client and the Client fails to settle its outstanding debts owed to the Bank within the notice period, this Agreement shall remain effective after the notice period has expired.

Potpisivanjem ovog ugovora, Klijent je saglasan da Banka može ugasiti račun otvoren u skladu sa ovim ugovorom, u slučajevima kada na računu nema sredstava, i kada Klijent nije u periodu od 6 meseci uzastopno, ili duže koristio račun, odnosno ukoliko u tom periodu nije došlo do promena na navedenom računu.

By executing this Agreement the Client agrees that the Bank may close the account opened hereunder in case there is no balance shown in the account and the account has not been used by the Client for the period of 6 consecutive months or longer and/or no transactions have been recorded in the account within the same period.

Član 21. / Article 21

Za sve što ovim Ugovorom nije predviđeno primenjivaće se odgovarajući zakonski i drugi propisi, kao i opšta akta Banke

Any issues not provided hereunder shall be governed by the respective laws and other regulations, as well as the general rules of the Bank.

Član 22. / Article 22

U slučaju da ugovorne strane eventualno nastale nesporazume ne mogu rešiti mirnim putem i sporazumno, spor će rešavati Trgovinski sud u Beogradu

Should the parties fail to amicably resolve any disputes arising hereunder, such disputes shall be referred to the Commercial Court in Belgrade.

Član 23. / Article 23

Ovaj Ugovor je sačinjen u 4 (četiri) istovetna primerka, na srpskom i engleskom jeziku, za svaku stranu po 2 (dva). U slučaju nesaglasnosti srpske i engleske verzije, prednost ima srpska verzija ovog Ugovora.

This Agreement has been made in 4 (four) counterparts in the Serbian and English language, 2 (two) to be retained by each of the parties. In the event of any inconsistencies between the Serbian and English versions, the Serbian version of the Agreement shall prevail.

KLIJENT/ CLIENT**BANKA / BANK**
