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**GENERAL BUSINESS CONDITIONS FOR PRIVATE INDIVIDUALS, ENTREPRENEURS AND  
AGRICULTURISTS  
UNICREDIT BANK SERBIA JSC BELGRADE - GENERAL PART**

**Belgrade, 02<sup>nd</sup> of March 2021**

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Pursuant to Article 73, paragraph 3, point 4 of the Law on Banks ("RS Official Gazette" nos. 107/2005, 91/2010, 14/2015), as well as to the Article 9 of the Law on the Protection of Users of Financial Services ("RS Official Gazette" nos. 36/2011, 139/2014) and pursuant to article 23, paragraph 1, sub-paragraph 4 of Articles of Association of UniCredit Bank Serbia JSC (hereinafter: the Bank), the Bank's Supervisory Board, at the meeting held on March 02<sup>nd</sup>, 2021 adopted

**GENERAL BUSINESS CONDITIONS  
FOR PRIVATE INDIVIDUALS, ENTREPRENEURS AND AGRICULTURISTS  
of UniCredit Bank Serbia JSC Belgrade – General part**

**I. INTRODUCTION**

**1. General provisions**

- 1.1 The General business conditions of the Bank (**hereinafter: the GBC**) are standard conditions of the Bank's operations which are applied in business activities with the Clients, for establishing relations and the procedure of communication, as well as the conditions for carrying out the transactions between the Client and the Bank.  
The GBC ensure the application of good business customs, good business practice and fair treatment of the Client.
- 1.2 Integral parts of these GBC are:  
**Enclosure 1. - Catalogue of the Bank products for private individuals, Catalogue of the Bank products for entrepreneurs and Catalogue of the Bank products for agriculturists (hereinafter: Catalogue),**
- 1.3 In accordance with the Bank's GBC, Bank's Client is interpreted as any domestic and foreign private individual who uses or had used the Bank's services, or has approached the Bank for using these services, and who the Bank has identified as such, and whose listed financial services are used by abovementioned private individual for purposes other than his business or other commercial activities (hereinafter referred to as Client). The Bank's Client is considered, by the GBC, as a private individual with legal capacity and a registered business activity with the competent authority - the entrepreneur, who performs activities in order to achieve the revenue and benefits, who uses or has used the Bank's services, or has approached the Bank for using these services, and the Bank has identified this private individual as such (hereinafter: Client).  
The Bank's Client is interpreted by the GBC as a farmer who is: 1) a holder of a family farm, or a private individual - farmer and entrepreneur who performs agricultural production, and is registered in the Register of agricultural holdings, as the bearer of a family farm in terms of the law governing agriculture and rural development and 2) a member of the family farm, which is exclusively engaged in agricultural production (hereinafter: Client).
- 1.4 The basis of all business relations between the Bank and its Clients, private individuals, is mutual trust.
- 1.5 The purpose of the GBC is establishing of clear and binding bases for the Clients and for the Bank in terms of carrying out all business transactions.
- 1.6 In addition to these GBC, the applicable laws and by-laws are applied to business relations between the Bank and the Client, and generally accepted rules of domestic and international Banking practices, business practices and fair treatment of the Client.
- 1.7 The Bank will publish at visible place in its business premises a copy of these GBC in Serbian language, in order to enable Clients to acquaint themselves with the conditions of operating with the Bank.
- 1.8 The Bank will, within 15 days before the day of implementation of new GBC, enable the Client to get informed about any amendments to these GBC in Client's main branch, and upon the Client's written request deliver new GBC in written form or on permanent data carrier.
- 1.9 The Bank will release the GBC on its Internet page within 15 days at the latest before the start of their application.
- 1.10 The Bank is bound to provide the Client with adequate explanations and instructions referring to the implementation of the GBC regarding certain financial service and upon the Client's written request to deliver those conditions in written form or on permanent data carrier without any delay.

**2. Bank's services and products**

- 2.1 The Bank makes available the entire range of its Banking services to the Clients, as follows: opening and maintaining various types of accounts, domestic and international payment operations, various types of loans, issuing of guarantees, letters of credit (for entrepreneurs), discount bill of exchange (for entrepreneurs), citizens' cheques, custody services, broker-dealer services, payment cards, electronic banking services, mobile banking services, RSD and foreign currency termed deposits, sight deposits, foreign exchange services, escrow accounts as well as other banking and financial services in accordance with applicable regulations and renting of safe boxes only to existing Bank's clients who have an active business relationship with the Bank and a history of positive transactions for more than a year.

### 3. Bank secrecy and personal data protection

- 3.1 The Bank will strictly protect the secrecy of transactions and services that it provides, as well as the Client's and related persons data, in accordance with applicable laws, international practice and other regulations.
- 3.2 Client by signing the Agreement with the Bank, expressly agrees in accordance with Law on Banks, that the Bank has the right to make available information under Request, Offer and Agreement, information about the Client, its related entities, the documentation that makes loan file, and other information considered Bank secrecy and data about obligations under Agreement and the manner of settling and adherence to the contractual provisions, to the central database of UniCredit Group, the members of its bodies, its shareholders, Bank employees, external auditor of the Bank, the Credit Bureau Association of Banks of Serbia, NBS, upon the request of the court and/or other authorized state bodies, and other persons who regarding the nature of their work must have access to such data, as well as third parties with whom the Bank has concluded an agreement which regulates the handling of confidential information.
- 3.3 The Bank processes client's personal data in a lawful, fair and transparent manner in accordance with the Law on Personal Data Protection.
- 3.4 The client is informed of the manner in which the Bank processes his personal data through the Notice on the processing of personal data that has been handed over to him and which is available on the official website of the bank, in accordance with Articles 23 and 24 of the Law on Personal Data Protection

### 4. Authorized persons

- 4.1 The Client may authorize another person on his name and his behalf to conclude an agreement with the Bank, in which case the Bank shall determine the identity of authorized persons and sign the agreements under the power of attorney certified by the competent authority and which cannot be older than 6 months.
- 4.2 Authorized persons act in the name and for Account owner, as the person granting the authorization, within the limits and pursuant to the issued due authorization on the Bank's form or the authorization certified by the competent body, and the identity of such person must be established on the basis of identity documents.
- 4.3 The authorized person mentioned in the previous sub-paragraph is not authorized to grant new or to withdraw the existing authorities. The authorized person can have the same authorities as the account owner, private individual, only in the case of the owner's death, on the basis of valid court decision on inheritance and special power of attorney certified by the competent body.
- 4.4 The authorized person mentioned in the previous sub-paragraph is not authorized to grant new or to withdraw the existing authorities.
- 4.5 The deposited signatures of proxies are valid until the same are revoked in written form satisfactory to the Bank.
- 4.6 The deposited signatures of proxies -entrepreneurs are valid until the same are revoked in written form satisfactory to the Bank even in the case that the amendment as regards the authorization for management of the account is made in the appropriate register or in other manner.
- 4.7 The amendments and supplements of data will be legally binding for the Bank only from the moment of arrival of the same in the form of written notice to the Bank's premises.

### 5. Interest

- 5.1 The Bank for banking transactions, namely the loans, credit cards, overdrafts on the account and deposit stipulates, calculates, pays and charges interests in accordance with the Catalogue, agreement and these GBC.
- 5.2 Interest may be stated on an annual or monthly or daily basis.
- 5.3 Interest calculation is performed by applying the proportional calculation method.
- 5.4 When calculating the interest the Bank applies the actual number of days in the month from a year of 360 days.
- 5.5 The nominal interest rate (**hereinafter: NIR**) applied by the Bank may be fixed or variable.
- 5.6 The Bank regulates the type of the NIR and calculation method by an agreement.
- 5.7 The variable NIR value can depend on contracted variable elements, or on variable and fixed elements, and variable elements are those officially published, as follows:
- reference interest rate,
  - consumer price index, etc.
- 5.8 Bank is obliged to keep in its premises information relating to the changes of variable elements, described in previous point.
- 5.9 The interest accrues in the same currency in which deposit is made, or loan is approved.
- 5.10 Bank is obliged to inform Client about every change of contracted variable NIR, in written or with other durable medium, namely to deliver the amended plan for loan/deposit, at least 15 days before the day of applying the changed rate, of periodically in accordance with the agreement, and to state in that notice the date from which the amended interest rate is applied.
- 5.11 The Bank is obliged to make available annuity plan, listed in the previous point for the duration of the agreement, on the Client's request.
- 5.12 The effective interest rate (**hereinafter: the EIR**) signifies the unique price which encompasses the interest rates, commissions and other fees for the performed Banking service, in accordance with the relevant regulations.
- 5.13 The Bank shall calculate the EIR in regulated manner, and to inform the Client in accordance with the law and bylaws.
- 5.14 If Client fails to fulfill its obligations within the agreed period - the matured claims Bank charges a default interest in accordance with the Law on amount of default interest rate, and

if it is lower than contracted interest rate, then the Bank shall charge the contractual one.

## 6. Fees and costs

- 6.1 The Bank shall calculate and charge fee for service performed to the Client.
- 6.2 Fees and costs which the Bank charges may be fixed or variable. The amount of the cost, the fee and the manner and deadlines for its collection, adjustment periods and method of adjustment, are established in the Tariff.
- 6.3 The Bank is required to notify the Client in writing or another permanent data carrier of any change to the agreed variable fees, and costs no later than 15 days prior to the application.
- 6.4 The Bank reserves the right to, in accordance with its internal acts, contract with clients more favorable interest rates, fees and expenses, for its products and services, which will be determined by the contract concluded with the client.

## II. PRECONTRACTUAL STAGE

### 1. Advertising

- 1.1 The Bank shall advertise its products in clear and comprehensible manner by advertisement in newspapers, television and other public broadcasters in line with the law and these GBC.
- 1.2 In the course of advertising of the deposits and loans from its offer through advertisements and in its premises and on its internet page, the Bank shall clearly specify:
  - i. type of deposit / loan,
  - ii. costs bearable by the Client,
  - iii. amount and variability of the annual nominal interest rate,
  - iv. effective interest rate,
  - v. currency of the loan received i.e. approved,
  - vi. period for which the deposit is received i.e. loan approved,
  - vii. criteria for indexing/revaluation of the deposit i.e. loan.

### 2. Pre-contractual information to the Client

- 2.1 The Bank shall provide the consumer with information and relevant explanations of the terms referring to the deposit/loan agreement, overdraft agreement, and on the agreement on issuing and use of a payment card (**hereinafter: Offer**) in a manner that will enable the Client to compare different offers of providers of the same services and assess whether the agreement suits his/hers needs and financial situation, but which would not be misleading to the Client at any time. The reception of the Offer is confirmed by signatures on takeover of the Client and the person who intends to provide the collaterals and the Bank shall keep that in the Client's file.
- 2.2 The Bank shall offer the service to the Client primarily in dinars and shall, at the request of the Client, enable him to negotiate the service in dinar counter value of foreign currency, or in foreign currency in accordance with regulations that govern foreign currency operations.
- 2.3 If the loan is negotiated in dinar counter value of foreign currency or in foreign currency, the Bank shall warn the Client of the risks he assumes in such case, in written, which receipt of such information the Client will confirm with his signature.
- 2.4 The Bank shall supply the Client with the Offer on a proper form in accordance with the Law and bylaws of NBS, on paper or other permanent data carrier.
- 2.5. For potential clients, who are interested for a mortgage loan, as well as entrepreneurs interested in investment loans for business premises and for machines and equipment, the bank will provide a list of necessary documentation in written form, consist of documents which should be submitted as part of loan request.
- 2.6. The Bank shall submit to the client, who intends to conclude with it the contract, at his request, the draft text of the contract as a proposal for its conclusion. Draft of the contract should be submitted to the person who intends to provide collateral (guarantee, bill of exchange, administrative ban, etc.) along with the Offer. Receipt of the draft contract Client and the provider of the collateral confirm by signature on the takeover, which Bank keeps in the file of the Client.

### 3. Assessment of Client's creditworthiness

- 3.1. Before giving the Offer and entering into a loan agreement, the overdraft agreement, the agreement on the issuing and use of credit card, and for entrepreneurs, the agreement on the issuing of guarantees and letters of credit, the agreement on discount bill of exchange, the Bank shall assess the Client's creditworthiness on the basis of the information obtained from the Client and on the basis of the insight into the database on indebtedness of the Client, upon the written consent of the person concerned.
- 3.2. The Bank is free to decide on the selection of its Clients in accordance with applicable regulations and its internal documents, including the discretion to reject the conclusion of the agreement, or rendering the service to the Client.
- 3.3. Bank stipulates the timeline in which decision of approval for following loan products should be made:
  - i. Approval process of mortgage loans cannot exceed 45 working days

- ii. Approval process of entrepreneurs of investment loans for business premises cannot exceed 30 working days
- iii. Approval process of entrepreneurs of investment loans for machines and equipment cannot be longer than 30 working days

Above mentioned timeline include the period from the moment of submission of client loan request which are considered as complete until the moment in which decision of approval by Bank side will be made, and the timeline does not include the time needed to documents collection/ approvals from third parties which are relevant ore mandatory as a part of loan approval process.

The bank will notify clients in written or in electronic form, if submitted documentations is complete for the above mentioned loan product, in order to consider the request as acceptable.

- 3.4. If the Bank rejects the Client's request for a loan on the basis of the information from database on the state of the Client's indebtedness, the Bank shall at no charge immediately in writing notify the Client about the received data from that database.

### **III. RIGHTS AND OBLIGATIONS OF CONNTRACTUAL PARTIES**

#### **1. Right of withdrawal**

##### **1.1 Right to withdraw from the agreement with the Bank**

- 1.1.1 The Client shall have the right to withdraw from the loan agreement, agreement on overdraft, agreement on issuing and use of a credit card, and for entrepreneurs, the agreement on the issuing of guarantees and letters of credit, the agreement on discount bills of exchange, within 14 days from the date of conclusion of the agreement, without giving any reason for withdrawal.
- 1.1.2 In case of a loan agreement secured by a mortgage and in case of agreements the subject-matter of which is the financing of purchase of real estate, the Client may withdraw from the agreement provided that he has not started to use the loan or financing.
- 1.1.3 Prior to expiry of the 14 days from the day of conclusion the agreement, the Client shall notify the Bank in written or on another durable medium, when withdrawing from the loan agreement, agreement on authorized overdraft facility, agreement on issuing and use of a credit card and for entrepreneurs – the agreement on the issuing of guarantees and letters of credit and the discount bills of exchange.
- 1.1.4 Client is obliged to have confirmation that the notification delivered to the Bank.
- 1.1.5 The date of receipt of Client's notification shall be considered as date of the Client's withdrawal from the agreement with the Bank.
- 1.1.6 The Client who withdraws from the agreement shall immediately, and not later than 30 (thirty) days from the dispatch of the notification, repay to the Bank the principal and interest accrued under the main deal, and in case of withdrawal from loan agreement secured by a mortgage and in case of agreements the subject-matter of which is the purchase or financing of purchase of real estate, the Client shall reimburse the Bank of actual costs incurred in connection with the conclusion of the loan agreement.
- 1.1.7 The Client shall no longer be bound by the ancillary service agreement if the Client exercises his right of withdrawal.

##### **1.2 Right to withdraw from the loan agreement with the Vendor – linked loan agreement**

- 1.2.1 If the Client exercises his right to withdraw from the agreement on purchase of goods or provision of service in accordance with the law regulating consumer protection, he shall not be bound by the linked loan agreement.
- 1.2.2 In such case the Vendor shall notify the Bank of the withdrawal from the agreement for purchase of goods or provision of a service within 8 (eight) days and the Bank shall return to the Client the repaid amount of loan with interest that the Client has repaid to Bank by the time of withdrawal, without delay and not later than 30 (thirty) days after being notified of the withdrawal.
- 1.2.3 If the agreement on purchase of goods or provision of a service is concluded, and the loan under a linked loan agreement is not approved, the agreement on purchase of goods or provision of service shall be terminated, unless the person who has not been approved a loan decides to keep that agreement in force.

#### **2. Informing the Client during the contractual relationship**

- 2.1 The Client shall have the right to obtain from the financial service provider, in writing or on another permanent data carrier, free of charge, information, data and instructions relating to his contractual relationship with the provider, in the manner and within the terms specified by the agreement.
- 2.2 Bank shall, free of charge, submit to the Client the information on the status of its debt, every six months.
- 2.3 For overdraft agreement, the Bank shall provide the Client, at least once a month and free of charge, with the information – account balance statement on all changes on the Client's account.

#### **3. Changes to compulsory and to other elements of the agreement**

- 3.1 If the Bank intends to change any of compulsory elements of the agreement, it shall obtain prior written consent of the Client. If the Client does not agree with the change, this cannot be the reason for the Bank to unilaterally change the terms of the agreement, nor to unilaterally terminate or cancel the agreement. Exceptionally, in case that change of fixed interest rate or a fixed element in the variable interest rate, or the amount of fees and other costs, is in favour of the Client, the Bank may apply those changes instantly and without the Client's prior consent. In that case, the Bank is bound to inform the Client without delay in writing or in other permanent data carrier about the stated changes and to state a date in that notice from which the changed conditions are applied. If the change of the fixed interest rate or a fixed element in the variable interest rate is to the benefit of the Client, the

- changed annuity plan or the plan for deposit payment is delivered to the Client, along with the respective notice.
- 3.2 The Bank shall inform the Client in due time and in the agreed manner of any changes of provisions that are not compulsory elements of the agreement.
- 4. Information on variable nominal interest rate, outstanding debt and account overdue**
- 4.1 If the variable nominal interest rate is negotiated, the Bank shall inform the Client of the change of that rate in writing or on another permanent data carrier, before it starts to implement the changed rate, or periodically in accordance with the agreement, and shall specify in that information the date as of which the changed rate applies.
- 4.2 Along with the information, in the case of a loan /deposit agreement, the Bank shall deliver to the Client in writing or on another permanent data carrier the changed annuity plan/ deposit payment schedule.
- 4.3 The Bank shall make the annuity plan / deposit payment schedule available to the Client, at his request and free of charge, during the contractual relationship.
- 4.4 The obligation of providing information shall also exist in the case of change to variable elements that influence the amount of other pecuniary liabilities.
- 4.5 The Bank shall every six months deliver to the Client, free of charge, a statement of his outstanding debt under the loan agreement. The statement shall contain the information about: the principal, the interest, the fees, etc.; expressed separately as well as the information about overall outstanding debt on particular day.
- 4.6 For overdraft agreement, the Bank shall deliver once a month to the Client, free of charge, in writing or on another permanent data carrier, information in the form of an account balance statement showing all transactions in the account and, in case that Client requests such information, to deliver to the Client without delay with the right to charge a fee for such information in accordance with the Bank's Tariff.
- 4.7 Information shall contain the following data:
- i. the account number,
  - ii. the period to which the statement of account relates,
  - iii. the date of transaction, description of transaction, the amount and kind of transaction (credit or debit),
  - iv. previous and new balance of account and the date of the statement,
  - v. the applied nominal interest rate,
  - vi. any costs charged.
- 4.8 In the event of significant non-allowed payment balance exceeding the period of one month, the Bank shall inform the Client without delay, in writing or on another durable medium:
- i. amount of overrunning,
  - ii. of the interest rate to be applied to the amount of overrunning,
  - iii. of any other charges and penalties.
- 5. Information on settling agreement obligations**
- The Bank is bound to inform in writing the Client, or the issuer of security instruments, that the Client has settled all of his obligations towards it under the specified agreement – within 30 days starting from the day of settling those obligations. The stated notice shall contain the data about the agreement under which obligations towards the bank have been settled, the signature of a responsible person and the seal of the Bank.
- 6. Rights related to taking over unused collaterals**
- The Client, or the issuer of the collateral reserves the right, after the Client settles the obligations towards the Bank under particular agreement, to take over unused collateral given under the agreement, including the collateral that are entered into an adequate register.
- 7. Overdue**
- 7.1 If Client fails to fulfill its obligations within the agreed period - the matured claims Bank charges a default interest in accordance with the Law on amount of default interest rate, and if it is lower than contracted interest rate, then the Bank shall charge the contractual one.
- 7.2 If circumstances that result in Client's difficult financial situation or other pertinent events beyond the influence of the Client occur during the period of the agreement, the Bank may, at the Client's request, declare suspension of payment (moratorium) for a specified period in which the Bank shall not calculate the default interest on past due claims.
- 7.3 In the event that the Client is late with fulfilling any of non-monetary liabilities, the Bank reserves the right to demand the fulfilment of the obligation and the contractual penalty in accordance with the agreement, the Law and obligatory relations.
- 8. Client's special rights**
- 8.1 Rights referring to revolving loan**
- 8.1.1 The Client may terminate a revolving credit agreement at any time, in the usual manner, without charge, within the notice period of one month.
- 8.1.2 The Bank may terminate revolving credit by giving a notice to the Client in writing or on another permanent data carrier two months earlier.
- 8.1.3 The Bank may due to justified reasons (unauthorized use of credit, significant deterioration in the Client's creditworthiness and similar) deprive the Client of the right to draw



down funds, but shall inform the Client of the reasons for deprivation in writing or on another durable medium, if possible immediately or within the next three days, except when provision of such information is prohibited by other regulations.

**8.2 Right to application of the same type of exchange rate**

8.2.1 When approving credit / payment deposit indexed to foreign currency, the Bank shall apply the official middle exchange rate applied to credit repayment / deposit payment.

**8.3 Right to application of the same method of interest calculation**

8.3.1 If the Client has an obligation of making special-purpose deposit with the agreed interest rate to obtain credit, he shall be entitled to the same method of interest calculation on that deposit as the method applied to the interest calculation on the amount of extended credit, and the Bank shall enable him to exercise that right.

**8.4 Early repayment**

8.4.1 The Client shall be entitled to repay, fully or partially, his obligations under a loan agreement at any time, in which case he shall be entitled to a reduction in the total cost of the loan for the amount of interest and the costs for the remaining duration of the agreement (early repayment).

8.4.2 The Bank shall claim compensation for early loan repayment in following cases:

- i. for the loan agreement with the fixed nominal interest rate, and
- ii. for the mortgage loan agreement, if fixed or variable interest rate is agreed.

8.4.3 The compensation for early loan repayment depends on:

- i. if the amount of early repayment exceeds 1.000.000,00 (million) dinars, within any period of 12 (twelve) months,
- ii. remaining period of regular loan repayments, i.e. if the period of time between the early repayment and the agreed term for fulfillment of the obligation under the loan agreement exceeds one year, in amount of sustained loss due to early repayment, but not exceed 1% of the amount of loan repaid early.
- iii. if the period of time between the early repayment and the agreed term for fulfillment of the obligation under the loan agreement is shorter than year compensation may not exceed 0.5% of the amount of loan repaid early.

8.4.4 The sustained loss due to early repayment shall imply the difference between the interest rate agreed with the Client and the market interest rate at which the Bank can lend out the amount repaid early, at the time of early repayment, including administrative costs of the Bank related to the placement of those funds.

8.4.5 Compensation shall in no case exceed the amount of interest the Client would have paid during the period between the early repayment and the agreed date for fulfillment of the obligation under the credit agreement.

8.4.6 Compensation for early repayment is closely defined in Catalogue.

8.4.7 The Bank may not claim the compensation for early loan repayment in following cases:

- i. if the repayment has been made under an insurance agreement intended to provide a loan repayment guarantee,
- ii. in the case of early repayment of current account overdraft or of the credit card,
- iii. if repayment is made within a period for which the variable nominal interest rate is agreed, with the exception of mortgage loans.

**9. Assignment of receivables**

9.1 In the event of assignment of the Bank's claim under a loan agreement, agreement on overdraft, agreement on issuing and use of a payment and credit card and agreement on opening and maintaining an account, to another bank, the Client shall retain all agreed rights in relation to the assignee bank that he had in relation to the original bank, including the right to complaint, and the assignee bank may not place the Client in less favorable position than the position he would have if the receivable had not been assigned and the Client may not be subject to additional costs as a result of the assignment.

9.2 The Bank may assign a receivable under one agreement only to one bank.

9.3 The Bank shall inform the Client of the assignment of claim.

9.4 The Bank may assign a receivable from the entrepreneur and the agriculturist to another bank, and exceptionally to another legal person, in accordance with regulations that govern the bank's risk management.

**10. Client's right to complaint**

10.1 Private individual which uses or have used financial services or have addressed Bank with aim to use financial services, entrepreneur or agriculturist (hereinafter: Consumer) as well as issuer of the collateral shall have the right to submit a complaint, only in writing, to the Bank if he believes that the Bank is not complying with the law and other regulation, GBC, good business practice regarding those services or obligations under the Agreement concluded with the Consumer.

10.2 The Consumer and the issuer of the collateral shall have the right to complaint within a period of three years from the day his/her rights or legal interest have been violated. If the Consumer is filing the complaint after the stated deadline has expired, Bank will inform him that the complaint is submitted after the deadline and that it is not obligated to consider



the complaint.

10.3 The Consumer and the issuer of the collateral may submit a complaint in one of the following ways:

- i. In the business premises of the Bank using the Contact form which is available at all branches of the Bank,
- ii. By submitting a complaint by post to the following address:  
UniCredit Bank Serbia JSC.  
Stakeholders and Service Intelligence Unit  
Rajiceva St. 27-29  
11000 Belgrade
- iii. By e-mail at: josbolje@unicreditgroup.rs
- iv. Through the Bank's website.

10.4 A complaint must contain information about the complainant based on which it will be possible to identify the complainant i.e. determine the business relationship with the Bank to which the complaint relates, as well as reasons for submission of complaint.

10.5 If the complaint is submitted through the proxy, along with the complaint delivery of a special power of attorney is obligatory, by which the consumer authorizes the proxy to submit a complaint to the Bank on his / her behalf regarding the specific business relationship of the Consumer and the Bank, and to undertake activities in the complaint management procedure, and by which Consumer is authorizing the Bank to provide to the proxy information and / or documentation which are consider as banking secret or business secret.

10.6 For the written complaints submitted to the Bank electronically, via dedicated e-mail or website, Bank will confirm the receipt via e-mail on the same day when the complaint is received, while for the complaints received after the regular opening hours of the Bank, complaint shall be considered to have been received on the next business day, of which the complainant shall be informed in the confirmation of receipt of the complaint.

10.7 The Bank shall provide the complainant with a clear and understandable response to the complaint, in writing, no later than 15 days from the day of receipt of the complaint and it is also obligated to indicate in the replay the Consumer's right to complain to the National Bank of Serbia.

10.8 If, for reasons not depending on its will, the Bank is unable to submit a response within the specified period, said period may be extended for no more than 15 additional days, about which the Bank shall inform the complainant in writing within 15 days of receipt of the complaint. In its notification, the Bank shall clearly and understandably present the reasons due to which it is unable to provide a response within 15 days of receipt of the complaint, as well as the final deadline for its response.

10.9 The Bank cannot charge the complainant a fee, or make any other charges for acting upon his complaint.

10.10 The Bank is obligated to ensure the submission of complaints in the business premises in which it offers services to consumers and on Internet page, i.e. to ensure the possibility for the Consumer and the issuer of the collateral to be informed about the manner in which the complaint may be submitted and managed.

## **11. Right to complain to the National bank of Serbia**

11.1 If the complainant is not satisfied with the Bank's reply to the complaint or that reply was not submitted within the deadline previously stated, the complainant may, before the initiation of the court dispute, submit a complaint to the National Bank of Serbia, in writing by using the complaint form in National Bank of Serbia website or by post if he believes that the Bank is not complying with the provisions of the Law on the Protection of Financial Services Consumers, other regulations governing these services, GBC or good business practices referring to those services or obligations under the Agreement concluded with the complainant.

11.2 Deadline for submitting the complaint is six months starting from the day of receiving a reply or the time limit set for responding to the complaint by the Bank.

## **12. Extra-judicial settlement of dispute**

12.1 If the complainant is not satisfied with the reply to his complaint or that reply was not submitted to him within the stipulated deadline, the dispute between the complainant and the Bank may be settled in extra-judicial procedure – the mediation process.

12.2 The period for the submission of a complaint to the National bank is not lasting during the mediation process.

12.3 The mediation process, before the National bank of Serbia, is initiated at the request of one of the parties in the dispute that is accepted by other party. This proposal, which consumer submits to the National bank, must include the deadline for its acceptance that may not be less than five days and no longer than fifteen days, starting from the day of submitting the proposal.

12.4 The mediation process is confidential and urgent.

- 12.5 Parties in the dispute may decide to conduct the mediation process before the National Bank of Serbia or other authority or person authorized for mediation.
- 12.6 The mediation process before the National Bank of Serbia is free of charge for parties included in that process.
- 12.7 The mediation process may be terminated through the arrangement of the parties, termination or quitting.
- 12.8 The arrangement of the parties that was reached through the mediation process before the National Bank of Serbia is in writing. This arrangement has the power of an enforceable document if it includes the statement of a debtor on his consent to enforced collection (certification of enforceability) after maturity of a particular receivable or after meeting particular condition, and if it includes the signatures of the parties and the statement on the enforceability that is submitted by the National Bank of Serbia and they need not be certified by the court or a public notary.

#### **IV. PROCEDURE OF COMMUNICATION BETWEEN THE CLIENT AND THE BANK**

##### **1. Documents, notices, instructions delivered to the Bank by the Client**

- 1.1 The Client is bound to deliver all notices regarding the execution of mutual obligations from or under the contractual relation to the Bank, in writing or in any of the manners given as follows:
- i. By a registered letter with a return receipt, sent to the address of the head office of the Bank provided in the Agreement;
  - ii. By personal delivery, to the bank's branch.
  - iii. In some other way agreed by the Bank and the Client (which includes, beside other things, delivery via contracted electronic channels)
- 1.2 The Bank may insist that the Client deliver particular notices and documents in the following manner:
- i. An original or a copy, with or without certificate of an authorised person that the copy is identical to the original;
  - ii. With translation in Serbian language, certified by authorised court interpreter (in case of documents and notices in foreign language);
  - iii. With a label "APOSTILLE" or other confirmation of legalisation, depending on the country of origin of the delivered document (in case of foreign documents) and depending on the nature of business in accordance with valid regulations and concluded agreements

##### **2. Documents sent by the Bank**

- 2.1 Written correspondence from the Bank to Client will be sent only to the last known address including electronic mail, fax numbers and/or telephone number, (if any) reported to the Bank by the Client and will be considered to be received by the Client at the moment of sending to the same, as follows:
- i. If it is sent by post, by forwarding a registered letter via the Post Office, including sending the letter/parcel to the address of a third party authorised to receive mail on behalf of the Client, in accordance with the explicit written statement of the Client submitted to the Bank in this regard, as evidenced by an appropriate postal document (receipt list, return slip, delivery slip, inquiry slip, etc.)
  - ii. If it is sent by courier service – upon the expiry of the usual time necessary for courier delivery, as evidenced by the courier service's proof of delivery or attempted delivery,
  - iii. If it is sent by fax – on the day when the fax was sent to the Client, as evidenced by proof of sent fax message,
  - iv. If it is sent by e-mail – on the day when the electronic message was sent, as evidenced by the email message containing information on the date and time of transmission, as well as information on the recipient,
  - v. if it is sent via SMS message – on the day when the SMS message was sent to the Client, as evidenced by proof of sent SMS message
  - vi. if it is sent via electronic/mobile banking - by sending a notice to the registered account of the Client in the electronic/mobile banking application.

##### **3. The way of contracting products and services**

- 3.1 Depending on the technical capabilities, the signing of the contract and other documents related to the business relationship between the client and the Bank can be carried out through:
- Handwritten signature on the paper and/or other permanent data-storage
  - Qualified electronic signature, issued by the Certification Authority, licensed by the Ministry
  - Handwritten electronic signature (Biometrics), whose gathering and storage is recommended by international safety standards and prescribed by internal documents of the Bank.
  - And other modes of signing in accordance with the current regulations.
- 3.2 The Bank is obliged to take all measures to ensure the existence of digital archive dedicated to the preservation of original electronic documents, which includes the implementation of all the organizational, physical and technical/logical measures in the process of inputting, safe-keeping and distraction of these documents.

#### **V. RESPONSIBILITIES OF CONTRACTUAL PARTIES**

##### **1. The Bank's responsibility for damage**

- 1.1 The Bank cannot be responsible for any damage suffered by the Client, or a related person, as the consequence of actions taken by competent state bodies in the country or abroad, or as the consequence of obstruction of its operations:

- i. that occurs due to force majeure, war, emergency, strike, etc., or due to circumstances that had no impact and it could not be foreseen or prevented or avoided;
  - ii. due to suspension of work that has emerged as a result of actions taken by the competent authorities in the country or abroad to the Bank, or as a result of disruption of its operations, and that the Bank could not prevent or avoid;
  - iii. Arises from the Client's business moves made on the basis of a verbal communication with the Bank or written communication in which the Bank did not unambiguously take over the responsibility /risk from the Client.
- 1.2 Exclusion of the Bank's liability is also applied in the case that the Bank, because of important reasons, completely or partially ceases or limits its operations on particular days or during the particular period of time.

## **2. Client's responsibilities**

- 2.1 The Client is responsible for all losses which may be caused by the fact that the Bank has not been informed about some deficiency in connection with legal, respectively business capacity and legal authority of the Client, respectively other authorized persons.
- 2.2 The Client is liable for compensation of all costs and losses which may be caused as the consequence of falsifying, incompleteness, legal deficiencies or incorrect interpretation and/or translation of documents that it delivered to the Bank in transactions that it carries out with the Bank.

## **VI. COLLATERALS**

### **1. General conditions**

- 1.1 The Bank is entitled to request from the Client to provide additional collaterals for all existing liabilities that the Client has towards the Bank, in the form and with the content satisfactory for the Bank if that is defined by the agreement and if conditions for that are fulfilled.
- 1.2 At the request of the Client or the Bank's, collateral may be substituted during the period of the contractual obligations.
- 1.3 The expenses that Client may bear based on replacement of collateral are defined in Contract.
- 1.4 Each collateral that the Client has provided in the favor of the Bank, in connection with any transaction, will not cease, be under limitation or limited in any other way because of the Client's complaint but, exactly the opposite, it will continue to have legal effect and will be available to the Bank in its entirety until the business relations between the Bank and the Client are completed in the manner satisfactory to the Bank.
- 1.5 The property given to the Bank in pledge, as well as the property and/or rights transferred to the Bank as security, will serve as collateral for due settlement of receivables that the Bank has from the Client.
- 1.6 The Client is obliged to ensure the maintenance and protect the rights and property as well as the collection of receivables, which has provided the Bank as collateral for its obligations, and shall promptly notify Bank of any changes in financial and legal status of those funds.
- 1.7 The Bank may in the interest of efficient collection of its receivables, and despite the fact that certain collaterals have been provided, try to pre-settlement receivables by reaching the agreement with the Client or concluding an appropriate settlement.

### **2. Types of collaterals**

- 2.1 The Bank accepts the following collaterals:
  - i. administrative prohibitions (for private individuals only),
  - ii. bills of exchange and respective authorization /agreement on filling in the blank signed bill of exchange for entrepreneurs,
  - iii. direct payment authorisation for entrepreneurs,
  - iv. real estate mortgages,
  - v. cash deposits,
  - vi. bonds of the old foreign exchange savings (for private individuals only),
  - vii. bank guarantees,
  - viii. pledge over the movable asset, stocks, shares and rights,
  - ix. joint and several guarantee of a legal entity (bills of exchange, agreement on fulfilling blank signed bill of exchange and direct payment authorization),
  - x. joint and several guarantee of a private individual (bills of exchange and administrative prohibitions),
  - xi. insurance of the loan,
  - xii. property insurance, life insurance, and
  - xiii. insurance for agricultural production
  - xiv. other collaterals depending on the nature of the transaction/business and applicable legislation.

**3. Conditions for the activation of collateral**

3.1 The Bank is authorized to activate the collateral under the following conditions:

- i. the Client fails to settle outstanding liabilities within 30 (thirty) days of receiving written notice from the Bank,
- ii. the Clients in the event of termination, does not pay its debts in full within 30 (thirty) days of receiving written notice of termination of the Agreement by the Bank.

3.2 The Bank utilizes its right to collect the receivable from collateral given to the Bank exclusively in the manner and under conditions provided by applicable laws.

3.3 In the case that the settlement of a particular receivable is secured with several collaterals provided by the Client or third parties, the Bank is authorized, when realizing the collaterals, to make the choice as regards the sequence, except when the sequence is established by some of the applicable laws.

3.4 The Bank can at its own discretion waive the pledge which does not consider necessary or appropriate in terms of ensuring its receivables from the Client.

**4. Pledged receivables**

4.1 If the pledged receivable gives the right to interests or some other periodical receivables, the Bank is obliged to collect them, but such collected amounts will be compensated with the Bank's receivables from the Client.

4.2 In the case of maturity of the pledged receivables, the Bank will collect such receivable and settle its receivable from the Client from the collected receivable.

**VII. TERMINATION OF CONTRACTUAL RELATION****1. Methods for terminating the contractual relationship**

1.1 The contractual relationship between the Client and the Bank may be terminated for the following reasons:

- i. fulfillment,
- ii. expiry of the period for which the agreement is concluded,
- iii. due to the death of the Client,
- iv. by unilateral, and by mutual cancellation.

**2. Procedure for termination of the contractual relationship**

2.1 Unless otherwise agreed, respectively provided by the relevant laws and other regulations, both the Client and the Bank can at their own discretion at any time terminate the mutual business relation, but each party is obliged to return to the other party what it owes to such other party.

2.2 The termination takes legal effect immediately, unless otherwise agreed between the Client and the Bank or provided by these GBC or relevant laws and other regulations.

2.3 On termination, the entire loan amount automatically is due together with accrued interest and other subsidiary receivable.

2.4 By cancellation of the Contract, Bank reserves the right to charge all overdue receivables directly debiting client's account, maintained with the Bank, up to the full settlement.

2.5 The Bank reserves the right to any breach of non-pecuniary contractual obligations by the Client, terminate the agreement or perform or apply the rules on contractual penalties in accordance with the Law of Contract and Torts, and shall be fully defined in the agreement.

2.6 In the case when it is agreed between the Bank and the Client, the Bank can at any moment, for important reasons, terminate the business relations, especially in the following cases:

- i. If the Client provided incorrect data to the Bank,
- ii. If the Client does not fulfill the Bank's request to provide or increase the collateral,
- iii. In the case of any violation of the Client's contractual liabilities to the Bank's detriment,
- iv. In the case of violation of the provisions of the relevant laws and other regulations by the Client.

2.7 The provisions herein contained which are applied to termination of business relations between the Bank and the Client are accordingly also applied to partial termination of business transactions between the Bank and the Client.

2.8 After the termination of business relations between the Bank and the Client and under condition that all the Client's receivables towards the Bank are fully settled, the remaining funds in any account of the Client will be made available to the Client.

2.9 The Bank will submit the notice of termination to the Client at the address from the agreement or address subsequently submitted by the Client, in writing.

2.10 The agreement will be terminated on the day of receipt of written notice of termination by the Client or the agreement will be deemed terminated if the Client did not receive notice because the change of address / residence, and of such changes Client did not notice the Bank timely, or if Client avoid receiving, or if the Bank failed to provide notice of determination by registered mail to the address defined in the agreement, in which case the day of termination is considered a day when service delivery has confirmed the attempt to deliver the notice of termination.

## VIII. BANK'S SERVICES

### 1. ACCOUNTS

#### 1.1 Types of accounts

1.1.1 At Client's request, the Bank opens the following types of accounts:

- i. current account in dinars,
- ii. current account for farmers,
- iii. account in foreign currency (one or more accounts in the same or different currencies),
- iv. credit card account,
- v. term deposit account,
- vi. dedicated accounts for trading of securities,
- vii. guarantee deposit account,
- viii. savings account in dinars,
- ix. savings account in foreign currency,
- x. purpose humanitarian account (for private individuals only)
- xi. other accounts defined by applicable regulations.

1.1.2 The basis of each account is the current account in dinars (except the package accounts intended for the savings or credit card), and all other services, including citizens' cheques, within the account, are activated in accordance with the Client's request.

1.1.3 Savings accounts, purpose accounts and other accounts defined by applicable legislation are opened at the Client's request and on the basis of the relevant documentation depending on the account purpose. The period on which these accounts are opened, as well as the terms of maintaining and closing of these accounts is specified by the agreement.

#### 2.1 The regime in case of several accounts and compensation authorization

2.1.1. In the case that the Client has one or several accounts with the Bank, the Bank is authorized at any moment, in accordance with relevant regulations, to carry out the compensation of any receivable from the Client with liabilities that it has towards the Client..

2.1.2 The Client is authorized to compensate his debts towards the Bank with the receivables that he has from it, under the following conditions:

- i. when his receivable is recognized by the Bank explicitly and in writing,
- ii. when the Client's receivable is in the same currency as his liability towards the Bank, which he compensates in this manner, and
- iii. when total existing receivables of the Client from the Bank exceed the amount of total existing and potential liabilities of the Client towards the Bank.

2.1.3 When debiting the account for the fee, interest and other costs, the Bank can determine the sequence of debiting of the Client's account without the Client's explicit consent.

2.1.4 The Bank is authorized to raise receivables from any specific account of the Client separately and independently from other accounts.

#### 3.1 Non-allowed overdraft

3.1.1 In the event of account overdraft in amount equal or over then 1.000,00 (thousand) dinars, lasting for the period of one month, the Bank shall notice the Client without delay, in writing or on another permanent data carrier:

- i. of the amount of overdraft;
- ii. of the interest rate to be applied to the amount of overdraft;
- iii. of other possible charges, costs and contractual penalties.

#### 4.1 Audit of the entrepreneur's account

4.1.1 The Bank performs an audit of the balance on the accounts at least once a year or as often as stipulated by relevant laws and regulations and it draws up adequate statements typically at the end of the year.

4.1.2 The Bank reserves the right to perform audits of the accounts for other periods of time as well.

#### 5.1 Other banking services

5.1.1 The Bank performs exchange operations, operations with POS terminals, operations with securities, broker-dealer operations, custody operations, factoring operations, operations of representing in insurance as well as other operations from its registered activity. Conditions and the manner of performing the stated operations are defined in more details in GBC.

## **2. DEPOSITS**

### **2.1 General provisions**

- 2.1.1 Conditions for receiving deposits, as well as rights and liabilities of the Bank and the Client are governed by the Agreement.
- 2.1.2 The Bank receives the following types of deposits:
  - i. sight deposits (funds deposited in the current and/or savings account with the Bank with which the depositors can dispose without any limitations at any time and without prior cancellation), and
  - ii. term deposits (funds deposited in the account with the Bank for fixed agreed term).
- 2.1.3 The Bank receives sight deposits and term deposits in currencies defined in Catalogue.
- 2.1.4 The Bank calculates and pays to the Client the interest on funds in dinars and/or foreign currency, current and/or savings accounts and/or term deposits of the Client with the Bank in the amount more precisely defined in Catalogue, which is presented annually. The interest accrues in the same currency in which deposit is made on which the interest is calculated.
- 2.1.5 The Bank can receive deposits and form interest rate also in other currencies defined by the respective Decision of NBS which are bought and sold in foreign exchange market, which are not defined in Catalogue at the Client's explicit request.
- 2.1.6 The interest on sight deposit savings and term deposit savings is calculated daily, and accrues to the account in the agreed manner.
- 2.1.7 The interest on sight deposits and term deposits for entrepreneurs is calculated daily, and accrues to the account monthly in the case of sight deposit, respectively at the end / beginning / contracted term depositing period in the case of term deposit, depending on the type of deposit.
- 2.1.8 The amount of ensured deposit the disbursement of which is guaranteed by Republic of Serbia in accordance with the provisions of the Law on insurance of deposits, is EUR 50,000 per Deponent and as equivalent of other currency, and is applied in the situation in which National Bank of Serbia withdraws the license for work from the Bank and enacts the decision on fulfillment of conditions for initiation of Bankruptcy proceedings

### **2.2 Sight deposits**

- 2.2.1 Sight deposits are considered to be the funds deposited in current and/or savings account with the Bank with which depositors can dispose without any limitations.
- 2.2.2 The interest rate is defined with article V of these GBC and Catalogue.
- 2.2.3 The Bank does not prescribe the minimum which the Client will pay as sight deposit in dinars, respectively foreign currency current and/or savings account, nor does it prescribe the minimum which must be left in the same account as basic deposit.

### **2.3 Term deposits**

- 2.3.1 Term deposits are considered to be the funds deposited in bank account with the deposit period set up in advance (fixed agreed term) or with the contractual notice period. The Client may also choose the option of automatic extension of deposit period, which implies that the Bank will at the date of expiry of the previous period automatically extend the same by identical period – without specific concluding of annex to the agreement. If the Client does not choose the option of automatic extension of deposit period, by expiry of the deposit period, the Client's funds become sight deposit.
- 2.3.2 The interest rate, which is agreed for term deposits, is defined as fixed nominal interest rate. The interest rate defined in the particular agreement on funds in term deposit accounts will not be changed during the originally agreed period.
- 2.3.3 For term deposits with agreed automatic extension of deposit period, the Bank calculates interest for each new deposit period at nominal interest rate which is as regards the term, amount and currency, prescribed in Catalogue applicable at the date of beginning of such term.
- 2.3.4 In the case of automatic extension of the deposit term, the Bank shall inform the Client, at least 15 days before the expiry of the term of deposit, of the new extended term of deposit and of the new interest rate, and the Client shall be entitled to terminate the agreement within 30 days from receipt of that information, without charges and with interest agreed for the expired term.
- 2.3.5 The Client may dispose with term deposit funds before expiry of the agreed deposit period, under condition that he sends written request to the Bank for cancellation of term deposit. In that case, the Bank will calculate the interest rate which is applied to current and/or savings accounts funds, depending from which account funds were initially transferred to deposit, for the period of term deposit duration.
- 2.3.6 Depending on the type of term deposits which are defined in Catalogue, the Bank cannot collect more than 5% of the amount of deposited principal as compensation for premature cancellation of deposit and maximum up to the amount of interest calculated and paid in advance.
- 2.3.7 The Bank receives term deposits for the periods defined in Catalogue.
- 2.3.8 At the Client's written request, the Bank can receive term deposits and form interest rate also for the periods not defined in Catalogue which will be more precisely defined in the agreement with the Client.
- 2.3.9 The Bank prescribes minimum which the Client will pay as term deposit in dinars, respectively foreign currency, which is defined in Catalogue.
- 2.3.10 When concluding the agreement on deposit, the Bank delivers to the Client together with the agreement one copy of deposit disbursement plan, as well as the review of important elements of agreement, which contains the basic data about the deposit, on the forms prescribed in relevant Instructions of NBS.



**3. LOAN****3.1 General provisions**

3.1.1 The Bank grants the following types of loans to Clients - private individuals:

- i. Overdraft on Dinar current account
- ii. Cash loans
- iii. Consumer loans
- iv. Car purchase loans
- v. Mortgage loan (including credits for reconstruction and alteration)
- vi. Credit cards

3.1.2 The Bank grants the following types of loans to Clients – entrepreneurs: overdraft on Dinar current account, credit cards, loans for working capital and investment loans which are defined in the Catalogue.

3.1.3 The Bank grants the following types of loan to Clients – agriculturists: for working capital, investments loan for fixed assets, loans for purchase, construction and extension of agricultural facilities and loans for the purchase of agricultural land.

3.1.4 The agreement on the revolving loan is the loan agreement which makes it possible for the beneficiary to use several times the once granted loan in the amount of unused or repaid funds with the unused part of the loan rising by the amount of loan instalments.

3.1.5 The Bank grants the loans indexed in Euro at middle exchange rate of National Bank of Serbia at the date of releasing of loan, and the collection of monthly annuities is calculated at middle exchange rate of National Bank of Serbia applicable at the maturity date of the liability, respectively at the date of settlement of the liability, which is more precisely defined in the agreement between the Client and the Bank.

3.1.6 When concluding loan agreement, the Bank delivers to the Client together with the agreement one copy of annuity plan, as well as the review of important elements of loan repayment, on forms prescribed in relevant Instructions of the NBS. Following the conclusion of the loan agreement, the Bank delivers a copy of the loan agreement with the annuity plan as well as preview of obligatory elements of the agreement to the provider of the collateral.

3.1.7 If borrower doesn't provide enough funds on maturity date on its dinar account, Bank will charge overdue amount from funds of overdraft which borrower have based on contract concluded with the Bank

**3.2 Interest rates and method of calculating interest**

3.2.1 The Bank calculates and collects from the Client interest on granted loans in the amount more precisely defined in Catalogue of these GBC.

**3.3 The Bank's fees and expenses**

3.3.1 The Bank calculates loan fees that are more precisely defined in the Catalogue and for loans indexed in EUR at the middle rate of the National Bank of Serbia as per day of settling liabilities.

3.3.2 The Bank calculates fees and expenses on loans that are included in the calculation of the effective interest rate at the expense of the beneficiary and which are given in the Tariff.

**3.4 Repayment in advance**

3.4.1 The Client can repay the part or the entire amount of loan in advance, with written notice 5 working days prior to this repayment to the Bank. The costs of early partial or overall repayment of loan are defined in this GBC, in the section III Article 8, Paragraph 8.4., Catalogue and the Agreement concluded between the Bank and the Client.

**4. EXCHANGE OPERATIONS**

4.1 The Bank carries out the orders for purchase and sale in accordance with relevant laws governing the foreign currency operations, and other regulations of National Bank of Serbia and other competent institutions.

4.2 In accordance with relevant legal regulations of Republic of Serbia governing the foreign currency operations, cash transactions in foreign currencies which are traded in foreign exchange market are carried out with application of the appropriate foreign exchange rates of the Bank.

4.3 The applicable exchange rates of currencies will be clearly posted in the Bank's premises.

4.4 In accordance with relevant legal regulations of Republic of Serbia governing the foreign exchange operations, the Bank applies its own exchange rates and own interest rates applicable at the date of carrying out of the transaction, also applicable on forward foreign currency transactions.

4.5 If it carries out forward purchase of foreign currency from the Client, the Bank is entitled to request from the Client to provide, at the latest two working days before the due date of the agreement, certificate of foreign exchange funds received.

4.6 If it carries out forward sale of foreign currency to the Client, the Bank is entitled to request from the Client to provide, at the latest two working days before the due date of the agreement,

certificate of receipt of cover.

- 4.7 If the Client is not able to provide the required certificate to the Bank or for any reason it is not able to fulfill its obligations from forward agreement, the Bank can, at its own choice and at the exchange rate which it considers favorable for itself, carry out the subject transaction either at the official exchange rate applicable at the date of carrying out, or at the market exchange rate.
- 4.8 The Client's account will be debited or credited, for all possible differences in exchange rate.
- 4.9 The Client will be charged for all fees and costs that arise from above mentioned.

## 5. COLLECTIONS AND DISCOUNTS OF BILLS

- 5.1 The instructions for collection must be delivered by the Client and received by the Bank timely in advance in order that the Bank might carry out the collection in the usual manner without the need to resort to any special manner of urgent communication for that purpose, in the opposite case, the Bank does not take responsibility for timely presentation.
- 5.2 The Bank responsibility in the previous paragraph is not excluded in case when the Bank approves the discount Client resident, on the basis of bills of exchange and checks, and itself conduct collection only after the payment due.
- 5.3 The Bank will pay the funds based on bills of exchange and checks only after it makes the collection under the same itself.
- 5.4 If the Bank, however, before making the collection, credits the Client's account with the funds based on bills of exchange and checks presented to it for collection, such crediting of the Client's account depends of making full collection by the Bank.
- 5.5 The Bank is not responsible for the loss (in transit shipments, or loss of the correspondents who were involved in the realization) lost or stolen checks and bills of exchange during transport of them to the collection of foreign Banks.
- 5.6 The Bank does not take responsibility for timely presentation, protest or acquiring certificate of presentation of security in the cases when its carried out outside the Banks or abroad nor, when bills of exchange, checks and similar orders are in question, to be carried out in the country, unless they are delivered to the Bank at least eight working days before their maturity, under condition that necessary documentation is presented in accordance with domestic regulations (power of attorney, bills of exchange translation by a certified court interpreter).
- 5.7 When bill of exchange and checks domiciled abroad are in question, the Bank, also, does not take responsibility concerning taking all other actions which may be prescribed by relevant legislation governing bill of exchange and check in the place of such domicile.
- 5.8 In absence of instructions to the contrary, the Bank may, at maturity, carry out the presentation of bills of exchange, checks and other orders which are not submitted to it for collection but for other legal transaction, and, in connection with that, it can also protest because of non-payment (non-acceptance)).
- 5.9 The Bank can, in this sense, timely forward the instruction for taking such actions also abroad.
- 5.10 In accordance with the relevant laws and other regulations, the Client is responsible to the Bank regarding the collection of bill of exchange or check, under which the Bank has credited the Client's account with clause "conditioned by collection", until full collection by the Bank, especially in the circumstances when the debtor under such bill of exchange or check is in the procedure of forced settlement, liquidation, bankruptcy or similar procedure, respectively if the Bank became aware of the debtor's business problems which may cause, in the Bank's opinion, problems in collection or uncertainty of the same.
- 5.11 If bill of exchange or checks are not collected upon presentation or if free disposal of collected funds is limited by the law or by official enactments or if such instruments cannot be presented at all, respectively timely because of unbridgeable obstacles, or moratorium is declared or similar circumstances exist in the country in which the bills and checks are payable, the Bank can return payment the Client's account for the amounts credited pursuant to such drafts and checks even in the cases when the Bank cannot dispose with the subject drafts and checks.
- 5.12 The same rules are applied to discounted bills of exchange.
- 5.13 In all cases when the Client's account is charged which is credited pursuant of such bills of exchange and checks, the Bank reserves its request as regards such bills of exchange and checks in relation to the Client or any other person responsible in that case, being authorized for collection of full amount of such bills of exchange and checks, with additional receivables, until full coverage of possible payment balance in the account.
- 5.14 If bills of exchange and checks payable abroad are returned to the Bank, which could not be collected because of the relevant provisions of applicable foreign law or because of the agreement with foreign Banks, and Bank has already credited the funds, the Bank is authorized to charge the Client's account adequately.
- 5.15 The collateral, regarding the security which the Bank has accepted or based on which the guarantee for the Client's account is issued, must be valid and/or in the Bank's possession at least one working day before the maturity of the subject security.
- 5.16 In the opposite case, the Bank will collect special fee if it effects the payment under the subject security.
- 5.17 The fee which the Bank collects regarding with giving acceptance covers only the very act of acceptance.
- 5.18 The fee which the Bank collects regarding with issuing of guarantee covers only the very act of undertaking the guarantee obligation.
- 5.19 In accordance with the relevant laws and other regulations, the Bank is obliged to effect the payment of securities, payable with it, only if written order with all necessary data and appropriate security instrument are timely delivered to it.
- 5.20 In the case of discounting of securities denominated in foreign currency, the exchange rate risk bears the person who presented the security for discount.

## **6. BANK GUARANTEES**

### **6.1 General provisions**

- 6.1.1 The Bank issues guarantees pursuant to the Client's order for issuing guarantee/letters of credit for entrepreneurs, in accordance with applicable legal regulations and adopted Banking procedure for opening of nostro guarantees/letters of credit for entrepreneurs.
- 6.1.2 If the claim is raised against the Bank based on the guarantee which the Bank issued by order or for the account of the Client, the Bank is authorized to pay the liability under the guarantee on the basis of the request of the beneficiary of the same, without initiating any legal proceeding or requesting the Client's prior consent, in accordance with the relevant laws, regulations and practice. After effecting the payment at the request of the Beneficiary, the Bank has the right to activate available collateral or to initiate the court proceeding against the Client for the purpose of settling the receivables from the Client under the paid guarantee.

### **6.2 Special provisions**

- 6.2.1 The Bank does not bear any responsibility for losses/damage that may occur due to wrong instructions of the Client.
- 6.2.2 The Bank does not undertake any obligation or liability for mistakes in translation or interpretation of technical terms, and may transfer the provisions without translating them.
- 6.2.3 The Bank shall not undertake any liability or responsibility for the form, completeness, accuracy, authenticity, forgery or legal acting of any of the documents neither for general nor for special conditions stipulated by the documents or those assigned to it, nor shall undertake any obligation or liability for the description, quantity, weight, quality, condition, packaging, shipment, value or the existence of the goods, services or other performance described in any of the documents or for good faith or activities or misses, solvency, execution or respect of the sender, transporter, freight forwarder, recipient or insurer of goods or any other person.
- 6.2.4 The Bank shall not undertake any obligation or responsibility for the consequences resulting from the delay and/or loss in the transit of any message, letter, call for payment or document or for delay and other mistakes that arise in transmission of any kind of telecommunication.
- 6.2.5 The Bank shall not undertake any obligation or responsibility for consequences due to disruption of its operations as a consequence of a force majeure, riots, civil uprisings, wars, terrorism, or any kind of strikes or work stoppages or other causes beyond its control.
- 6.2.6 After the restart of its operations, the Bank shall not charge the fee or negotiate the letters of credit which expired during the disruption of its operations.
- 6.2.7 If the Bank uses the services of another bank in order to implement the Client's (Instructing Party's) instructions, it is done for the account and at the risk of that Client.
- 6.2.8 The Bank shall not undertake any obligation or responsibility in case the instructions that it has transferred to another bank are not implemented, even if it has undertaken the initiative itself regarding the selection of that other bank.
- 6.2.9 The Client (The Instructing party) shall be bound and responsible to compensate the Bank for all obligations and responsibilities enforced by foreign laws and customs.
- 6.2.10 The Bank is not bound to accept the presentation of documents under the letters of credit/guarantee after expiry of its working hours.
- 6.2.11 Banks operate with documents and not with goods, services or performances that the documents refer to.
- 6.2.12 The Bank is obliged to inspect with reasonable care all documents provided by the guarantee/letters of credit and submitted under guarantee/letters of credit, including the demand for payment under the guarantee/letters of credit, in order to establish whether they are formally in accordance with the conditions of the guarantee.
- 6.2.13 Uniform rules and customs for documentary letters of credit, Audit 2007, Publication MTK No.600 (UCP) are applied on each documentary letter of credit opened by the Bank.

## **7. SAFE-DEPOSIT BOX**

- 7.1. The service can be used only by existing Bank's clients who are using at least one bank product more than one year.
- 7.2. By an agreement of safe-deposit box, the Bank provides to the Client usage of safe-deposit box for a definite period of time, while the Client undertakes the obligation to pay in return the specified fee in accordance with the Tariff.
- 7.3. The Bank is obliged to take all necessary measures to ensure the good condition of the safe-deposit box and to provide supervision of it.
- 7.4. Admittance to a safe-box shall be permitted only to the Client or to his representative.

## **8. OPERATIONS WITH FINANCIAL INSTRUMENTS - Entrepreneurs**

### **8.1 General provisions**

- 8.1.1 The Bank performs the following operations with financial instruments: mediation, in trade on Belgrade Stock Exchange, on primary and secondary market of state bonds, the rendering of service of an underwriter of the emission and the agent of the emission of financial instruments without obligation of purchase, the rendering of advisory services, the keeping of emission accounts, corporate activities (corporate agent), the lending of financial instruments and other broker-dealer operations, as well as the operations of keeping and administering financial instruments for the account of the client, including the keeping of instruments and related services, such as administering monetary funds and collateral; and

other operations in accordance with relevant laws and regulations

- 8.1.2 When Bank performs operations with securities: mediation in trade on Belgrade Stock Exchange, on primary and secondary market of state bonds, the rendering of the service of an underwriter of the emission and the agent of the emission of financial instruments without obligation to purchase the Bank charges the fee.
- 8.1.3 The Bank's Client, who is planning to conclude the agreement on providing the services related to financial instruments, has to submit a request to the Bank with obligatory submission of documents regarding the status, legal subjectivity and operations in accordance with relevant laws and regulations and rules with respect to operations of the Broker-Dealer Service within UniCredit Bank Serbia JSC.
- 8.1.4 The Bank shall enforce the order of the Client made by telephone, by fax, directly, by mail or by electronic mail. The Client shall confirm the order submitted by telephone in written form as well.
- 8.1.5 The Bank shall refuse to enforce the Client's order if the Client does not have enough financial instruments on the account or does not have enough financial instruments or the assets for the performing of a transaction on the monetary account.
- 8.1.6 The Bank shall refuse the reception of an order for purchase or sale of financial instruments if the execution of such order would result in the violation of relevant laws and in any activity be punishable by the law, namely if the Bank is not capable of performing such order.
- 8.1.7 The Bank shall terminate the execution of the order at the request of the Client, the relevant regulation authority, the court or the order is received without fulfilment of all conditions
- 8.1.8 The Bank shall inform the Client if the order was dismissed in accordance with rules of operations of the broker dealer service, within UniCredit Bank Serbia JSC.
- 8.1.9 Both the Bank and the Client are banned from performing the activities that include the using of insider information and machinations on the market
- 8.1.10 The Client shall compensate the damage to the Bank, in accordance with the law, resulting from incorrect data, wrong documents, incompleteness of undertaken obligations and in other cases stipulated by the law.

## **8.2 Keeping financial instruments and similar instruments**

- 8.2.1 The Bank performs operations of keeping financial instruments in accordance with the law and the agreement with the Client.
- 8.2.2 The Bank shall perform its operations in accordance with instructions of the client and for the purpose of protecting clients' interests and keeping confidential information, in particular:
  - i. The Bank opens and maintains FINANCIAL INSTRUMENTS with relevant register on behalf and for the account of legal possessors – its own clients (ownership account),
  - ii. Opens and maintains cumulative accounts of financial instruments,
  - iii. Executes orders for transfer of rights from FINANCIAL INSTRUMENTS and orders for entering the rights of third persons to FINANCIAL INSTRUMENTS and it takes care of the transfer of rights from those instruments,
  - iv. Collects receivables from due FINANCIAL INSTRUMENTS, interests, dividends for the account of legal owners of those FINANCIAL INSTRUMENTS and in achieving other rights that belong to legal owners of FINANCIAL INSTRUMENTS – the Bank's clients,
  - v. Notifies shareholders about annual assemblies of joint stock companies and represents them on those assemblies
  - vi. Takes care of the implementation of tax liabilities of legal owners of FINANCIAL INSTRUMENTS, the Bank's clients,
  - vii. Other operations in accordance with law and these regulations.
- 8.2.3 The Bank's Client is bound to respect deadlines stipulated by relevant laws and bylaw acts and also the Bank's deadlines. Otherwise the bank shall not be able to perform the service and the Client is bound to pay possible costs.
- 8.2.4 The Bank shall approve the execution of the order of the Client in case that such execution is fined by law and if there is no possibility for its execution and the Bank shall immediately notify the Client about the reasons of dismissal.
- 8.2.5 Except in the case when the Client submitted instructions in opposite meaning, the Bank shall perform the collection within shortest possible period and the reception of payments to the benefit of the Client on the grounds of dividends, income, capital, transfer of assets and other payments on the current account.
  - i. It will also perform the presentation and the collection of all financial instruments that are kept at ownership account and which are due for collecting on any grounds as well as all coupons or other natural items the collection of which is conditioned by the presentation and the Client's account shall be approved consequently in the amount of accompanying income.
  - ii. Within shortest possible period it will perform the substitution of financial instruments if this was purely administrative proceeding (including but not limiting the substitution of temporary securities in the final form and the substitution of conclusions, receipts and other proprietary documents by accompanying securities).
  - iii. To perform wherever it is considered necessary the signing on behalf and for the account of the Client the ownership and other certificates is necessary for the purpose of collecting income from financial instruments that are kept on the account.
  - iv. To perform the payment from the Client's account, for all fees in terms of taxes that charge the assets on the account, to the benefit of any relevant state organs and to take necessary steps for the purpose of obtaining tax exemptions, facilities and other privileges including the submission of request and accompanying return, in accordance with the agreement with the Client.

- 8.2.6 Upon receiving financial instruments, the Bank shall, on the basis of available information, determine if they are charged with any pledges, blockades and other burdens
- 8.2.7 In case of conversion, return or reduction of the capital, the merger, performance or the realisation of the right to share registering, it requires for the payment of shares, consolidation, changes, offer for exchange, exchange or any other measures of effect on securities. The Bank shall attempt to notify the Client in accordance with applicable laws of the Republic of Serbia if stipulated so by the agreement with the Client
- 8.2.8 Notifications sent to the Client that refer to the cases described in previous item on securities that are on the account can be obtained from a source not controlled by the Bank in the form of the translation and/or in shorter version. The Bank is not bound to check authenticity of the information contained in such notices nor the exactness of the translation or a resume and therefore it does not guarantee for their correctness or completeness.
- 8.2.9 In case of any ambiguity the Bank shall wait for special instructions of the Client.
- 8.2.10 The Bank, however, in accordance with its discrete evaluation, may decide to proceed on the basis of existing instructions. In that case the Bank is not responsible for any possible damage that the Client or third persons may suffer as the consequence of such instructions that are not clear, precise or in some way opposite to these GBC.
- 8.2.11 The Bank shall be responsible for the execution, namely the realisation of rights to registry of shares, payments under calls for the payment of financial instruments that are not fully paid, submission of complaints regarding conversion and consolidation or for the reason of undertaking other measures only if the Client provided timely and adequate, clear and explicit instructions fully in conformity with provisions of these GBC.

## **IX. FINAL PROVISIONS**

### **9.1 Applicable laws/ jurisdiction**

- 9.1.1 Unless otherwise explicitly provided by the Bank in writing, the laws of Republic of Serbia are applicable to regulation of legal relations between the Client and the Bank.
- 9.1.2 The international customs and practice are also applicable to regulation on any relation between the Client and the Bank to the extent to which such customs and practice are binding upon the Bank and/or the Client or generally accepted by the international business community.
- 9.1.3 Unless otherwise explicitly provided by the Bank in writing, any dispute arising from or in connection with the relation between the Bank and the Client (either the Client is legal or private individual) will be resolved by the competent court in Republic of Serbia.

### **9.2 Nullity of the provisions of General conditions**

- 9.2.1 If any conditions or provisions of these GBC would become invalid or unenforceable, the validity of other conditions and provisions will not be affected, and the rights and obligations of the Client and the Bank will be interpreted as these GBC did not contain invalid and unenforceable conditions or provisions.

### **9.3 Entry into force**

- 9.3.1 These GBC are coming into force on April 01st, 2021.
- 9.3.2 By coming into force of these General Business Conditions – General part, the General Business Conditions adopted at the Board of Directors meeting on December 09th, 2020, cease to be valid.
- 9.3.3 Card business is regulated by Special conditions for debit and credit cards of UniCredit Bank Serbia JSC.
- 9.3.4 Terms and conditions of usage of electronic banking system are regulated by Special conditions for usage of electronic banking for companies.

## **X. Applying for Bank`s Products and services through Online and Mobile banking and Bank`s website for private individuals of UniCredit Bank Serbia JSC Belgrade**

### **1. Private Individuals – clients of The Bank**

The possibility of applying or sending queries for certain types of Bank`s products as well as confirmation of created offer from current offer through Online and mobile banking. Products of UniCredit Bank are defined in Catalogues of the Bank, which are integral part of the GBC.

### **2. Private Individuals – non Bank clients**

The possibility of applying or sending queries for certain types of Bank`s products from current offer through Web sight. Products of UniCredit Bank are defined in Catalogues of the Bank, which are integral part of the GBC.

## **ENCLOSURE 1. – CATALOGUE OF THE BANK PRODUCTS FOR PRIVATE INDIVIDUALS, CATALOGUE OF THE BANK PRODUCTS FOR ENTREPRENEURS, CATALOGUE OF THE BANK PRODUCTS FOR AGRICULTURISTS**