

**OPŠTI USLOVI POSLOVANJA
VOJVODANSKE BANKE AD NOVI SAD
sa pravnim licima svrstanim u segment
Mali biznis i preduzetnicima**

**GENERAL TERMS AND CONDITIONS
VOJVODJANSKA BANKA AD NOVI SAD
on operations with Legal Entities
segmented as SBB (Small Business
Banking) and Entrepreneurs**

ZAJEDNIČKE ODREDBE

Sastavni delovi OUP su:

- Prilog 1. – OPŠTA PRAVILA I USLOVI ZA KORISĆENJE USLUGE ELEKTRONSKOG BANKARSTVA – servisa za pravna lica i preduzetnike svrstana u segment Mali Biznis
- Prilog 2. - OPŠTA PRAVILA I USLOVI ZA KORISĆENJE USLUGE SLANJA OBAVEŠTENJA PUTEM SMS PORUKE „VobSMS SERVIS“ za pravna lica svrstana u segment Mali biznis i preduzetnike
- Prilog 3. - PREGLED NAKNADA ZA USLUGE PRAVNIM LICIMA SVRSTANIM U SEGMENT MALI BIZNIS I PREDUZETNICIMA

COMMON PROVISIONS

Inegral parts of the GTC are:

- Appendix 1 - GENERAL TERMS AND CONDITIONS OF USING ELECTRONIC BANKING SERVICE Service for Legal Entities segmented as SBB (Small Business Banking) and Entrepreneurs
- Appendix 2 - GENERAL TERMS AND CONDITIONS FOR USE OF SMS NOTIFICATIONS SERVICE "VobSMS SERVIS" for Legal Entities segmented as SBB (Small Business Banking) and Entrepreneurs
- Appendix 3 - LIST OF FEES FOR SERVICES TO LEGAL ENTITIES SEGMENTED AS SBB AND ENTREPRENEURS

**I OPŠTI USLOVI POSLOVANJA
VOJVODANSKE BANKE AD NOVI SAD sa
pravnim licima svrstanim u segment Mali
biznis**

**I GENERAL TERMS AND CONDITIONS
VOJVODJANSKA BANKA AD NOVI SAD on
operations with Legal Entities segmented
as SBB (Small Business Banking)**

OPŠTE ODREDBE

Član 1.

Opšti uslovi poslovanja Vojvodanske banke a.d. Novi Sad (u daljem tekstu Opšti uslovi poslovanja) sadrže standardne uslove poslovanja u cilju uspostavljanje odnosa između pravnih lica (u daljem tekstu: klijenata) i Banke, postupak komunikacije između klijenata i Banke, i druga pitanja od interesa za poslovanje Banke sa klijentima.

Član 2.

Opšti uslovi poslovanja dopunjavaju posebno ugovorene uslove između klijenata i Banke, što se obezbeđuje ugovorom zaključenim između klijenta i Banke.

GENERAL PROVISIONS

Article 1

General Terms and Conditions of Vojvodjanska banka a.d. Novi Sad (hereinafter General Terms and Conditions) include all standard operating rules with the aim of establishing the relationship between Legal Entities (hereinafter: the client) and the Bank, communication procedures between the client and the Bank and other issues important for the Bank's relations with the clients.

Article 2

General Terms and Conditions supplement specific terms and conditions agreed between the Client and the Bank, as stated in the agreement concluded between the Client and

the Bank.

Član 3.

Na pojedine poslovne odnose mogu se primenjivati i posebni opšti uslovi koji dopunju ove Opšte uslove poslovanja.

U slučaju međusobne neusklađenosti obavezujuće su odredbe ugovora, zatim posebni opšti uslovi poslovanja, odredbe ovih Opštih uslova poslovanja i na kraju akata Banke.

Član 4.

Klijent Banke je lice koje koristi ili je koristilo usluge Banke ili lice koje se obratilo Banci radi korišćenja usluga i koje je Banka kao takvo identifikovala.

Banka slobodno odlučuje o izboru klijenata.

Član 5.

Klijent Banke ima pravo da od Banke traži i dobije odgovarajuća objašnjenja i usmene instrukcije koje se odnose na primenu Opštih uslova poslovanja. Klijent Banke ima pravo na informacije o stanju njegovog kredita, odnosno depozitnog računa, kao i druge informacije iz poslovnog odnosa sa Bankom.

Klijent Banke ima i druga prava i obaveze definisane Opštim uslovima poslovanja, drugim opštim i pojedinacnim aktima Banke i ugovorima.

OBAVEZE I ODGOVORNOSTI BANKE

Član 6.

Banka u ispunjavanju obaveza iz svoje delatnosti postupa sa dužnom pažnjom, u skladu sa pravilima bankarskog poslovanja.

Član 7.

U slučaju da Banka obavljanje preuzetih poslova poveri trecem licu, odgovornost Banke je ograničena na obzirnost u izboru treceg lica i

Article 3

Specific General Terms and Conditions which supplement these General Terms and Conditions are applied for certain business relationships.

In case of mutual inconsistency the provisions will be applied in the following sequence: provisions of the Agreement, then the specific General Terms and Conditions, then the provisions of these General Terms and Conditions and finally the Bank's enactments.

Article 4

The Bank's Client is an entity that uses or has used the Bank's services or an entity that has contacted the Bank with the aim of using the services and that has been identified as such by the Bank.

The Bank freely decides on the choice of the client.

Article 5

The Bank's client is entitled to request and receive from the Bank the appropriate explanations and verbal instructions referring to the application of the General Terms and Conditions. The Bank's client is entitled to the information on the loan and deposit account, as well as to other information referring to the business relationship with the Bank.

The Bank's client is entitled to other rights and obligations defined in the General Terms and Conditions, and in the Bank's other internal regulations, bylaws and agreements.

BANK'S OBLIGATIONS AND RESPONSIBILITIES

Article 6

The Bank gives due attention to the fulfillment of its obligations, pursuant to the banking rules of conduct.

Article 7

In case the Bank assigns to a third party to carry out the assumed operations, the Bank's responsibility is limited to cautiousness in the

instrukcije koje je dala izabranom trecem licu, odnosno u skladu sa važećim propisima.

choice of the third party and instructions given to the chosen third party, i.e. in accordance with applicable regulations.

Član 8.

Banka ne odgovara za štetu koja nastupi delovanjem više sile, nemira (demonstracija ili javnih manifestacija, teroristickog ili drugog oblika nasilja), rata, vanrednog stanja, prirodne nepogode, štrajka i dr. na koje ona nema uticaja.

Article 8

The Bank does not assume any obligation for the damage caused by the circumstances of force majeure, unrests (protests or public events, terrorist or other acts of violence), war, state of emergency, natural disasters, strike and other circumstances to which it does not have any influence.

Navedeno u stavu 1. ovog člana važi i u slučaju da Banka iz opravdanih razloga u određene dane ili na određeno vreme obustavi ili ograniči svoju poslovnu delatnost.

Paragraph 1 of this article is also applied in case the Bank halts or limits its business activities for sensible reasons on certain days or for a certain period.

Član 9.

Banka ce se u svom poslovanju pridržavati obaveze cuvanja bankarske tajne.

Article 9

During the course of its operations, the Bank will honour the obligation to keep the banking secret.

Bankarska tajna je poslovna tajna pod kojom se smatraju:

- podaci koji su poznati banci, a odnose se na licne podatke, finansijsko stanje i transakcije, kao i na vlasništvo ili poslovne veze klijenta te ili druge banke,
- podaci o stanju i prometu na individualnim depozitnim racunima,
- drugi podaci do kojih banka dodje u poslovanju sa klijentima.

The banking secret is a business secret that includes the following:

- information known to the Bank relating personal data, financial situation and transactions, as ownership information or clients business relationship of this or other bank,
- information on the balance of and turnover in individual deposit accounts,
- other information that becomes available to the Bank during the course of business operations with the clients.

Banka ce podatke koji predstavljaju bankarsku tajnu saopštiti samo na osnovu zahteva ili odluke suda, organa nadležnog za sprecavanje pranja novca, u vezi sa imovinskim postupkom kao i na zahtev drugih organa, a u skladu sa važećim zakonskim propisima.

The Bank will make available the information representing the banking secret only if required to do so by the request or decision of the court, body in charge of money laundering prevention, in connection with the ownership proceedings as well as if requested by other bodies, however, in compliance with applicable legal regulations.

ODGOVORNOST KLIJENTA

CLIENT'S OBLIGATIONS AND RESPONSIBILITIES

Član 10.

Klijent je obavezan da bez odlaganja obavesti Banku o svim promenama adrese, promenama sedišta, poslovnog imena, pretežne delatnosti,

Article 10

The Client has the obligation to immediately inform the Bank about all changes in, address, changes in the head office location, corporate

statusnim i drugim promena koje se registruju kod nadležnog organa, te promenama ovlašćenja za zastupanje, što se posebno odnosi na osobe ovlašćene za zastupanje, obimu njihovih ovlašćenja i opunomocenih lica, kao i svim drugim promenama bitnim za nesmetano obavljanje poslovanja klijenta preko Banke, osim ako isto na drugi način nije regulisano posebnim opštim uslovima Banke i zakonskim propisima.

Pismena komunikacija između Banke i klijenta vrši se prema adresi o kojoj je klijent obavestio Banku.

Isprave i obaveštenja koje klijent dostavlja Banci na stranom jeziku, na zahtev Banke dostavljaju se u overenom prevodu na srpski jezik.

Klijent snosi štetu koja nastane nepridržavanjem njegove obaveze obaveštavanja Banke, u smislu ovog člana.

Član 11.

Klijentovi nalozi Banci moraju biti jasni i nedvosmisleni, dati u pisanoj formi ili na drugi način, a u skladu sa važećim zakonskim i drugim propisima i aktima Banke.

Ukoliko Banka smatra da nije u mogućnosti da izvrši nalog, obavestice o tome klijenta u razumnom roku.

Banka ne odgovara za štetu koja nastane u izvršenju poslova, ako je šteta prouzrokovana potrebom za dopunskom proverom nedovoljno preciznih naloga.

Član 12.

Klijent mora bez odlaganja proveriti tačnost i potpunost izvoda s tekućeg ili drugog računa, kao i svih drugih izveštaja i obaveštenja koje primi od Banke.

U slučaju eventualnih prigovora na dokumenta koja je primio od Banke, klijent mora najkasnije u roku od 15 dana od dana prijema, uložiti

name, industry, status and other changes registered with the competent bodies, as well as about the changes in the authority to represent, which is particularly related to the persons authorized to represent, scope of their authority, as well as about all other changes important for unhindered performance of client's operations via the Bank, except otherwise provided by specific general terms of the Bank or legal regulations.

The written communication between the Bank and the client is carried out to the address provided by the client to the Bank.

The documents and notifications submitted by the client to the Bank in a foreign language, if requested by the Bank, have to be submitted in certified Serbian translation.

The client is held responsible for the damage caused by avoidance of the obligation to inform the Bank as described in this article.

Article 11

The Client's orders issued to the Bank have to be clear and unambiguous, in writing or otherwise, and in conformity with the applicable legal and other regulations and the Bank's internal regulations and bylaws.

If the Bank believes that it cannot fulfill the client's order, the Bank will inform accordingly the Client within a reasonable period of time.

The Bank is not responsible for the damage occurred during the course of the business operations if the damage is caused by the need for additional check of insufficiently clear client's orders.

Article 12

The client must check without delay the accuracy and completeness of the statement of the current or other account, as well as of all other reports and notifications received from the Bank.

In case of the objections to the documents received from the Bank, the Client shall file a complaint within 15 days from the date of

prigovor, osim ako to nije drugačije regulisano posebnim ugovorom ili posebnim opštim uslovima poslovanja.

receipt, except otherwise provided by specific agreement or specific general terms and conditions.

Propust roka za ulaganje prigovora tumaci se kao prihvatanje dokumenta koji je Banka dostavila.

The omission to file a complaint is interpreted as the acceptance of the document received from the Bank.

Banka ne odgovora za eventualne štetne posledice prouzrokovane kašnjenjem klijenta prilikom ulaganja prigovora.

The Bank is not responsible for the possible damage caused by the client being late to file a complaint.

Član 13.

Klijent je dužan da bez odlaganja obavesti Banku da u očekivanom roku nije primio dokumenat, koji je saglasno ugovoru, Banka trebalo da dostavi (izvod sa tekućeg ili drugog računa, razne obracune i slicno).

Article 13

The client is obliged to inform the Bank without delay that the document which the Bank is to deliver pursuant to the agreement has not been received at the expected time (statement of the current or other account, various calculations and similar).

Banka ne odgovara za štetu koja može nastati zbog izostanka njenog dokumenta, ako o tom izostanku nije bez odlaganja obavještena.

The Bank is not responsible for the damage caused by the undelivered document if it has not been informed without delay that the document was not received.

DEPOZITI

DEPOSITS

Član 14.

Depozit je dinarska ili devizna novcana obaveza Banke, koja proizilazi iz novcanog depozita, tekućeg ili drugog platnog računa ili drugog novcanog računa i na osnovu koga nastaje zakonska ili ugovorna obaveza Banke na povraćaj sredstava.

Article 14

A deposit is a dinar or foreign exchange financial obligation of the Bank which originates from the financial deposit, current or any other payment account or other monetary account which creates a legal or contractual obligation of the Bank to return the funds.

Depozit može biti depozit po vidjenju i oroceni depozit.

A deposit can be sight or time deposit.

Oroceni depoziti mogu biti kratkorocni i dugorocni.

Time deposits can be short-term or long-term.

Oroceni depozit može biti oroceni depozit bez namene i oroceni depozit sa namenom, sa otkaznim rokom i bez otkaznog roka.

Time deposit can be a time deposit placed for a specific purpose or a time deposit placed without specific purpose, notice deposits and deposits without the period of notice.

Član 15.

Uslovi prijema depozita, kao i prava i obaveze Banke i klijenta, uređuju se ugovorom.

Article 15

The conditions applicable to depositing, as well as the rights and obligations of the Bank and

Banka može, u zavisnosti od statusa klijenta, vrste, namene, visine depozita i roka deponovanja, ugovarati različite uslove deponovanja.

Banka zadržava pravo da, u skladu sa aktima Banke, propisuje minimalne iznose orocenog depozita, kamatne stope, periode orocavanja i ostale uslove.

PLASIRANJE SREDSTAVA

Član 16.

Pod plasmanima Banke u smislu ovih Opštih uslova poslovanja se smatraju odobravanje kredita, izdavanje garancija i drugih oblika jemstva, uz dosledno pridržavanje osnovnih bankarskih principa poslovanja, pozitivnih propisa i akata Banke

Uslovi kreditne sposobnosti utvrđuju se aktima Banke.

Banka odobrava plasmane saglasno procedurama i aktima Banke.

Član 17.

Banka odobrava kratkorocne i dugorocne, bilansne i vanbilansne plasmane kreditno sposobnim klijentima Banke.

Kratkorocni plasmani su plasmani ciji je rok korišćenja do 12 meseci.

Dugorocni plasmani su plasmani ciji je rok korišćenja preko 12 meseci.

Član 18.

Banka može odobravati okvirne iznose plasmana kao i mogućnost revolvinga.

Član 19.

Namena korišćenja plasmana pravnim licima i preduzetnicima mora biti u skladu sa vrstom delatnosti kojom se klijent bavi, u skladu sa aktima Banke i zakonskim propisima.

Član 20.

the Client, are defined by the Agreement.

Depending on the client's status, deposit type, purpose, amount and period of depositing, the Bank can conclude various depositing terms and conditions.

Pursuant to the Bank's internal regulations and bylaws, the Bank reserves the right to set the minimal amount of the time deposit, interest rate, deposit period and other conditions.

PLACEMENT OF FUNDS

Article 16

The Bank's placements in terms of these General Terms and Conditions include loans, issuing of letters of guarantee, and other types of collateral, in conformity with the main banking principles, applicable regulations and Bank's internal regulations and bylaws.

Criteria for client's solvency are defined by the Bank's internal regulations and bylaws.

The Bank grants placements in conformity with the Bank's regulations and bylaws.

Article 17

The Bank grants short-term and long-term, balance and off-balance placements to the Bank's solvent clients.

Short-term placements are placements with up to 12 month period of use.

Long-term placements are placements exceeding 12 month period of use.

Article 18

The Bank can grant framework placement amounts as well as revolving conditions.

Article 19

The purpose of placements granted to corporate entities and entrepreneurs has to be in conformity with the client's scope of activities, pursuant to the Bank's internal regulations and the applicable laws.

Article 20

Na osnovu odluke nadležnog organa Banke o odobravanju i uslovima plasmana, sa klijentom se, u pisanoj formi, zaključuje ugovor.

Pursuant to the decision reached by the Bank's competent body on placement granting and terms and conditions, a written agreement is concluded with the client.

Ugovorom iz stava 1. ovog clana utvrđuju se uslovi korišćenja odobrenog plasmana.

The agreement mentioned in paragraph 1 of this article defines the terms and conditions of the granted placement.

Član 21.

Instrumenti naplate potraživanja, kao i instrumenti za obezbeđenje naplate potraživanja, utvrđuju se aktima Banke i ugovorom između Banke i klijenta u svakom konkretnom slučaju.

Article 21

Instruments of collection, as well as instruments of security are defined with the Bank's internal regulations and bylaws and the agreement between the Bank and the client in each particular case.

Klijent je obavezan da ugovorene instrumente iz stava 1. ovog clana dostavi Banci pre realizacije ugovora, ukoliko pojedinacnim ugovorima nije drugacije regulisano.

The client has the obligation to provide the Bank with the instruments mentioned in paragraph 1 of this article before the realization of the agreement, unless individual agreements define otherwise.

Član 22.

Banka može vršiti kontrolu namenskog korišćenja odobrenih sredstava i sprovođenje ostalih obaveza iz ugovora od strane korisnika sredstava, na način i po postupku utvrđen pozitivnim zakonskim propisima i aktima Banke.

Article 22

The Bank can monitor and control the use of the granted funds and fulfillment of other contractual obligations by the client, as specified by the procedures defined in the applicable legal regulations and the Bank's internal regulations and by laws.

Član 23.

Klijent ima pravo da vrati kredit delimično ili u celost i pre roka dospeća pod uslovom da o toj nameri obavesti Banku pre prevremene otplate uz plaćanje naknade u visini određenoj aktima Banke i pojedinacnim ugovorima.

Article 23

The client can repay the partial or full amount of loan before its maturity provided that the Bank is informed on this prepayment intention before the prepayment at the latest and such prepayment is subject to the fee defined in the Bank's regulations and individual Agreements.

Član 24.

U cilju osiguranja naplate dospelih potraživanja Banka ima pravo zadržati svaku stvar koja je u vlasništvu Klijenta, a nalazi se u rukama Banke, sve dok dospela potraživanja ne budu isplaćena, te se naplatiti iz njene vrednosti na isti način kao i založni poverilac.

Article 24

With the aim of securing the collection of matured receivables the Bank reserves the right to keep anything owned by the client that is at the Bank's disposal, until all matured receivables are paid, and the Bank can collect the due amount from its value in the same way as a pledge.

PLATNE USLUGE

PAYMENT SERVICES

Član 25.

Banka otvara i vodi dinarske i devizne tekuće i

Article 25

The Bank opens and maintains dinar and

druge platne račune rezidenata i nerezidenata i vrši platne usluge u zemlji i sa inostranstvom u skladu sa posebnim opštim uslovima, važecim propisima i aktima banke

Član 26.

Medusobna prava i obaveze Banke i klijenta u oblasti platnih usluga ureduju se Okvirnim ugovorom o platnim uslugama i posebnim opštim uslovima.

PLATNE KARTICE

Član 27.

Banka vrši izdavanje platnih kartica klijentima Banke.

Način, vrste i postupak poslovanja sa platnim karticama regulisan je aktima Banke i ugovorom zaključenim između klijenta i Banke.

ELEKTRONSKO BANKARSTVO

Član 28.

Banka svojim klijentima koji imaju otvoren dinarski i / ili devizni tekuci racun za izvršavanje platnih transakcija u Banci, omogućava obavljanje elektronskog bankarstva, putem razmene elektronskih poruka u skladu sa posebnim opštim uslovima, važecim propisima i aktima Banke.

Usluge elektronskog bankarstva odnose se na sledece grupe usluga:

- usluge informativnog servisa klijentima Banke i
- usluge izvršenja platnih transakcija
- i druge usluge elektronskog bankarstva;

OSTALI BANKARSKI POSLOVI

Član 29.

Banka obavlja i garancijske poslove, menjacke poslove, poslove sa POS terminalima, trezorsko poslovanje, poslovanje sa hartijama od vrednostima, brokersko-dilerske poslove, kastodi

foreign currency current and other payment accounts of residents and non-residents and provides payment services, both domestic and international, in accordance with specific general terms and conditions, applicable regulations and acts of the Bank.

Article 26

Mutual rights and obligations of the Bank and the Client from the area of payment services are regulated by the Framework agreement on payment services and specific general terms and conditions.

PAYMENT CARDS

Article 27

The Bank issues payment cards to Bank's clients.

Manner, types and conditions of payment cards operations are defined with the Bank's internal regulations and the agreement concluded between the Client and the Bank.

ELECTRONIC BANKING

Article 28

The Bank provides to the client with dinar and /or foreign currency current account for execution of payment transaction with the Bank to possibility of electronic banking, through exchange of electronics messages, in accordance with specific general terms and conditions, applicable regulations and acts of the Bank.

Electronic banking services include the following groups of services:

- Information services
- Payment transaction execution; and
- Other electronic banking services.

OTHER BANKING OPERATIONS

Article 29

The Bank also performs guarantee operations, currency exchange operations, POS terminals, treasury operations, securities operations, brokerage-dealing operations and other

poslove kao i druge poslove koji su standardni u bankarskom poslovanju.

operations standard in banking business.

KAMATE I NAKNADE

INTERESTS AND FEES

Član 30.

Banka po depozitnim, kreditnim i drugim bankarskim poslovima sa klijentima Banke ugovara, obračunava, plaća i naplacuje kamatu utvrdjenu aktima Banke.

Article 30

For deposit, loan and other banking services to its clients the Bank contracts, calculates, pays and charges the interest defined in the Bank's regulations and bylaws.

Član 31.

Kamatne stope na kredite i depozite se izražavaju na godišnjem nivou, a izuzetno mogu biti iskazane i na mesecnom i dnevnom nivou.

Article 31

Interest rate on deposits and loans is expressed as annual interest, exceptionally it can be expressed on a monthly and daily level.

Prilikom obračuna kamate, prvi dan se uzima u obračun, a poslednji dan se izostavlja iz obračuna.

When calculating the interest, the first day is included in the calculation, and the last day is excluded from the calculation.

Član 32.

Banka će u ugovore unositi klauzulu o vrsti kamatne stope i načinu njene primene

Article 32

Bank will enter into the agreements the clause on the interest rate type

Član 33.

Metod za obračun kamate, osnovica za obračun kamate, način i rokovi obračuna kamate, rokovi i način plaćanja/stavljanja na raspolaganje obračunate kamate utvrdju se aktima Banke i ugovorom u svakom pojedinačnom slučaju.

Article 33

Calculation method, principal for interest calculation, method and periods of interest calculation, methods and terms of payment / availability of the calculated interest are defined in the Bank's internal regulations and the agreement concluded for each particular case.

Član 34.

Ukoliko bilo koji iznos dugovan Banci ostane neisplaćen na datum njegovog dospeća, Korisnik će platiti Banci kamatu na taj iznos u visini ugovorene kamate ili zatezne kamate utvrđene Zakonom o zateznoj kamati u zavisnosti od toga koja je viša, sve dok celokupan dospeli iznos ne bude naplaćen.

Article 34

If any amount of debt to the Bank remains not paid at due date, Client shall pay to the Bank interest on that amount in amount of contracted interest or penalty interest determined by Law on penalty interest depending on which one is higher, until all due amount is paid.

Član 35.

Banka obračunava i naplacuje naknadu za izvršene usluge klijentima Banke.

Article 35

The Bank calculates and charges the fee for the services provided to the Bank's clients.

Visina naknada za usluge koje Banka pruža utvrđena je aktima kojima se sprovodi poslovna politika Banke.

The fees for the services performed by the Bank are defined in the regulations and bylaws applied to implement the Bank's business policy.

Banka od korisnika usluge može da naplati i

The Bank can charge the service user for the

stvarne troškove koje je imala u vezi sa obavljanjem pojedinih usluga.

Član 36.

Osnovica za obracun naknade, nacin i rokovi naplate obracunate naknade regulisani su aktima Banke i pojedinačnim ugovorima.

Član 37.

Ako se zbog promene ugovorene kamatne stope ili visine naknade, povisi obaveza Klijenta prema Banci, Banka će o takvoj izmeni obavestiti Klijenta 15 dana pre predloženog dana početka primene izmenjenih kamatnih stopa ili naknada, osim ako nije drugačije ugovoreno.

Klijent je ovlašćen da u roku od 15 dana od dana kada ga Banka obavesti o promeni uslova, predloži prestanak ugovornog odnosa.

Ukoliko Klijent ne obavesti Banku u navedenom roku, smatrace se da je prihvatio predložene izmene ugovorenih uslova.

ZAVRŠNE ODREDBE

Član 38.

Sva ostala pitanja i odnosi u vezi sa sprovođenjem Opštih uslova poslovanja regulisace se uputstvima nadležnih organa Banke i drugim aktima Banke, u skladu sa važećim zakonskim i drugim propisima.

Član 39.

Banka ce izmene i dopune ovih Opštih uslova poslovanja objavljivati na uobicajeni nacin propisan Zakonom.

Ukoliko se klijent ne slaže sa izmenama i dopunama Opštih uslova poslovanja, ima pravo da u roku od 15 dana od dana njihovog objavljivanja, pisanim putem obavesti Banku da prekida poslovnu saradnju i raskida ugovore zakljucene sa Bankom, pri cemu je u obavezi da prethodno izmiri sve svoje obaveze prema Banci.

real costs incurred during the performance of some services.

Article 36

The basis for fee calculation and means and terms of charging the calculated fee are defined in the Bank's regulations and individual Agreements.

Article 37

If due to change of agreed interest rate or fees, Client's liabilities to the Bank increase, the Bank shall notify the Client on such change within 15 days before such changed interest rates or fees become effective, unless otherwise agreed.

The client is entitled to propose termination of contractual relations within 15 days from the date it received Bank's notice on change of terms.

If the Client fails to notify the Bank within the period provided in the previous paragraph, it shall be deemed that it accepted changes of the contractual terms.

FINAL PROVISIONS

Article 38

All other issues and relations referring to the implementation of the General Terms and Conditions will be settled with the instructions issued by the Bank's competent bodies and with Bank's other regulations and bylaws, pursuant to the applicable legal and other regulations.

Article 39

Amendments of and supplements to these General Terms and Conditions will be published by the Bank as required by the applicable Law.

If the client does not agree with the amendments of and supplements to the General Terms and Conditions, the Client is entitled to send a written notice on the termination of the business relations and agreements concluded with the Bank within 15 days from the date of their publishing, however, the client has the obligation to fulfill all obligations towards the Bank.

II OPŠTI USLOVI POSLOVANJA VOJVODANSKE BANKE AD NOVI SAD za poslovanje sa preduzetnicima

OPŠTE ODREDBE

Član 1.

Opšti uslovi poslovanja Vojvodanske banke a.d. Novi Sad (u daljem tekstu: Opšti uslovi poslovanja ili OUP) sadrže standardne uslove poslovanja u cilju uspostavljanje odnosa između pravnih lica i preduzetnika segmentiranih u Sektoru Mali biznis (u daljem tekstu: Klijenata) i Banke, postupak komunikacije između klijenata i Banke, i druga pitanja od interesa za poslovanje Banke sa klijentima.

Član 2.

Opšti uslovi poslovanja dopunjavaju posebno ugovorene uslove između klijenata i Banke, što se obezbeđuje ugovorom zaključenim između klijenta i Banke.

Član 3.

Osnova svih poslovnih odnosa između Banke i njenih Klijenata je uzajamno poverenje.

Svrha OUP je uspostavljanje jasnih i obaveznih osnova za Klijente i Banku u pogledu obavljanja svih poslovnih transakcija.

Pored ovih OUP na poslovne odnose Banke i Klijenta primenjuju se važeći zakoni i podzakonska akta, kao i opšte prihvaćena pravila domaće i međunarodne bankarske prakse, poslovnih običaja i fer odnosa prema Klijentu.

Banka je dužna da na svojoj internet prezentaciji i u svojim poslovnim prostorijama na vidnom mestu istakne primerak ovih OUP na srpskom jeziku, radi omogućavanja Klijentima da se upoznaju sa uslovima poslovanja sa Bankom.

II GENERAL TERMS AND CONDITIONS VOJVODJANSKA BANKA AD NOVI SAD on operations with Entrepreneurs

GENERAL PROVISIONS

Article 1

General Terms and Conditions of Vojvodjanska banka a.d. Novi Sad (hereinafter General Terms and Conditions or GTC) include all standard operating rules with the aim of establishing the relationship between Legal entities and entrepreneurs segmented in the Small Business Banking Sector (hereinafter: the Clients) and the Bank, communication procedures between the Clients and the Bank and other issues important for the Bank's operations with the clients.

Article 2

General Terms and Conditions supplement specific terms and conditions agreed between the clients and the Bank, as stated in the agreement concluded between the Client and the Bank.

Article 3

The basis of all business relationships between the Bank and its Clients is mutual trust.

The purpose of the GTC is to establish clear and mandatory grounds both for the Clients and Bank in terms of performing all business transactions.

In addition to the stated GTC, applicable Laws and by-laws, as well as generally accepted rules of national and international banking practice, business practices and fair treatment of clients are applied to the business relationship of the Bank and Client.

The Bank is obliged to place a copy of the GTC in Serbian on its web-site and within its business premises on a visible place, so as that the Clients would become familiarized with the Bank's business terms and conditions.

Član 4.

Klijent Banke je lice koje koristi ili je koristilo usluge Banke ili lice koje se obratilo Banci radi korišćenja usluga i koje je Banka kao takvo identifikovala.

Banka slobodno odlucuje o izboru klijenata.

Član 5.

Banka svoje proizvode oglašava na jasan i razumljiv način putem reklame u novinama, na televiziji i drugim sredstvima javnog informisanja u skladu sa zakonom i OUP.

Pri oglašavanju o depozitima i kreditima iz svoje ponude putem reklamnog oglašavanja, kao i u svojim prostorijama i na svojoj Internet stranici, Banka će jasno navesti:

- vrstu depozita / kredita,
- troškove koji padaju na teret Klijenta,
- visinu i promenljivost godišnje nominalne kamatne stope,
- efektivnu kamatnu stopu,
- valutu u kojoj se prima, odnosno odobrava kredit,
- period na koji se prima depozit odnosno odobrava kredit.

Banka je dužna da Klijentu pruži informacije i odgovarajuća objašnjenja o uslovima koji se odnose na ugovor o depozitu/kreditu, o dozvoljenom prekoračenju, odnosno o otvaranju i vođenju računa, kao i na ugovor o izdavanju i korišćenju platne kartice (u daljem tekstu: Ponuda), na način koji će Klijentu omogućiti da uporedi ponude različitih davalaca istih usluga i proceni da li ugovor odgovara njegovim potrebama i finansijskoj situaciji, ali koji Klijenta nijednog trenutka neće dovesti u zabludu.

Banka je dužna da Klijentu daje ponudu prvenstveno u dinarima, a, na zahtev Klijenta, dužna je da mu omogući da uslugu ugovori u dinarskoj protivvrednosti strane valute.

Ako se kredit ugovori u dinarskoj protivvrednosti strane valute, odnosno u stranoj valuti - Banka je

Article 4

The Bank's client is an entity that uses or has used the Bank's services or an entity that has contacted the Bank with the aim of using the services and that has been identified as such by the Bank.

The Bank freely decides on the choice of its clients.

Article 5

The Bank shall advertise its products in a clear and understandable manner through advertisements in newspapers, on television and other public media in accordance with the Law and the GTC.

When advertising deposits and loans from its offer through advertisements, as well as in its premises and on its website, the Bank shall clearly state:

- type of deposit/loan,
- costs to be paid by the Client,
- amount and variability of annual nominal interest rate,
- effective interest rate
- currency in which the loan is being accepted, i.e. granted,
- period for which the deposit is received, i.e. for which the loan is granted.

The Bank is obliged to provide to the Client information and corresponding explanations regarding the conditions related to the loan/deposit agreement, authorised overdraft, i.e. account opening and maintenance, as well as the agreement on payment card issuing and using (hereinafter: the Offer), in a manner enabling the Client to compare offers of different providers of same services and assess whether the agreement suits the Client's needs and financial position, but which shall at no point mislead the Client.

The Bank is obliged to give the Offer to the Client primarily in dinars, and at the Client's request, it is obliged to enable the Client to contract the service in the dinar counter value of foreign currency.

Should the loan be agreed in the dinar counter value of the foreign currency, i.e. in foreign

obavezna da Klijentu ukaže na rizike koje preuzima u tom slučaju.

U predugovornoj fazi, Banka je dužna da u pismenoj formi obavesti Klijenta o dokumentaciji koju je dužan da podnese uz konkretan zahtev za kredit.

Banka Ponudu ispisuje na propisanom obrascu uskladu sa zakonom i podzakonskim aktima NBS, i predaje je Klijentu na papiru ili drugom trajnom nosaču podataka.

Banka je dužna da Klijentu koji namerava da sa njom zaključi ugovor obavesti da, na svoj zahtev, može dobiti bez naknade tekst nacrtu tog ugovora - kao predlog za njegovo zaključivanje.

Pre davanja ponude i potpisivanja ugovora Banka je u obavezi da proceni kreditnu sposobnost Klijenta na osnovu podataka koji dobije od njega, i na osnovu uvida u bazu podataka o zaduženosti Klijenta, koji je izvršen uz njegovu pismenu saglasnost.

Banka slobodno odlučuje o izboru svojih Klijenta u skladu sa važećim propisima i svojim internim aktima, što uključuje i diskreciono pravo da odbije zaključivanje ugovora, odnosno pružanje usluge Klijentu.

Banka će bez odlaganja obavestiti Klijenta o tome da li je podneta kompletna dokumentacija uz zahtev za kredit, u pisanoj formi ili elektronskim putem.

Rok za odlučivanje o uredno podnetom zahtevu Klijenta za odobravanje kredita, u delu kreditnog procesa koji se odvija isključivo u okviru Banke, je do 25 radnih dana od dana kada je Banka obavestila Klijenta o kompletnosti dokumentacije.

Ukoliko je Banka zahtev za kredit odbila na osnovu uvida u bazu podataka o stanju zaduženosti Klijenta, dužna je da Klijenta bez naknade odmah pismeno obavesti o podacima iz

currency – the Bank is obliged to point out the risks to the Client which the Client assumes in such case.

Within pre-contractual phase, Bank is obliged to inform the Client in written form about the documentation which has to be submitted by the client upon specific credit request.

The Bank shall write the Offer on the prescribed form pursuant to the Law and by-laws of the NBS, and deliver it to the Client on paper or other permanent data carrier.

The Bank is obliged to inform the Client with the intention to conclude an agreement with the Bank, that the Client may receive, at the Client's request, the wording of the draft agreement free-of-charge – as a proposal for its concluding.

Prior to giving an offer and signing the agreement, the Bank shall be required to assess the Client's creditworthiness based on data received from the Client and based on insight into the database on Client's indebtedness, performed with the Client's written consent.

The Bank freely decides on the choice of its Client's in accordance with applicable regulations and its internal enactments, which includes the discretion to reject the conclusion of the agreement, i.e. provision of services to the Client.

Bank has to inform the Client in written form or digital way, without delay, is the submitted documentation with loan request completed.

Time limit for decision making for proper submitted loan request for loan approval, within credit process which is going on strictly within the Bank, is up to 25 working days starting from the day of Bank's notification of the client over the completeness of the documentation.

If the Bank rejected a loan request based on insight into the database on the Client's indebtedness, it is obliged to inform the Client immediately in writing, free-of-charge, on the

te baze.

data from the database.

PRAVA, OBAVEZE I ODGOVORNOSTI BANKE

BANK'S RIGHTS OBLIGATIONS AND RESPONSIBILITIES

Član 6.

Banka u ispunjavanju obaveza iz svoje delatnosti postupa sa dužnom pažnjom, u skladu sa pravilima bankarskog poslovanja.

Article 6

The Bank gives due attention to the fulfillment of its obligations, pursuant to the banking rules of conduct.

Član 7.

U slučaju da Banka obavljanje preuzetih poslova poveri trecem licu, odgovornost Banke je ogranicena na obazrivost u izboru treceg lica i instrukcije koje je dala izabranom trecem licu, odnosno, u skladu sa važećim propisima.

Article 7

In case the Bank assigns to a third party to carry out the assumed operations, the Bank's responsibility is limited to cautiousness in the choice of the third party and instructions given to the chosen third party, i.e. in accordance with applicable regulations.

Član 8.

Banka ne odgovara za štetu koja nastupi delovanjem više sile, nemira (demonstracija ili javnih manifestacija, teroristickog ili drugog oblika nasilja), rata, vanrednog stanja, prirodne nepogode, štrajka i dr., na koje ona nema uticaja.

Article 8

The Bank does not assume any obligation for the damage caused by the circumstances of force majeure, unrests (protests or public events, terrorist or other acts of violence), war, state of emergency, natural disasters, strike and other circumstances to which it does not have any influence.

Navedeno u stavu 1. ovog clana važi i u slučaju da Banka iz opravdanih razloga u odredjene dane ili na odredjeno vreme obustavi ili ograniči svoju poslovnu delatnost.

Paragraph 1 of this Article is also applied in case the Bank halts or limits its business activities for sensible reasons on certain days or for a certain period.

Član 9.

Banka će se u svom poslovanju pridržavati obaveze cuvanja bankarske tajne.

Article 9

During the course of its operations, the Bank will honour the obligation to keep the banking secret.

Bankarska tajna je poslovna tajna pod kojom se smatraju:

- podaci koji su poznati banci, a odnose se na licne podatke, finansijsko stanje i transakcije, kao i na vlasništvo ili poslovne veze klijenta te ili druge banke,
- podaci o stanju i prometu na individualnim depozitnim racunima,
- drugi podaci do kojih banka dodje u poslovanju sa klijentima.

The banking secret is a business secret that includes the following:

- Information known to the Bank relating personal data, financial situation and transactions, as ownership information or clients business relationship of this or other bank,
- Information on the balance of and turnover in individual deposit accounts,
- Other information that becomes available to the Bank during the course of business operations with the clients.

Banka ce podatke koji predstavljaju bankarsku tajnu saopštiti samo na osnovu zahteva ili odluke

The Bank will make available the information representing the banking secret only if required

suda, organa nadležnog za sprečavanje pranja novca, u vezi sa imovinskim postupkom kao i na zahtev drugih organa, a u skladu sa važećim zakonskim propisima.

PRAVA, OBAVEZE I ODGOVORNOST KLIJENTA

Član 10.

Klijent ima pravo da u predugovornoj fazi od Banke zahteva sve relevantne informacije i dobije odgovarajuće obaveštenje i instrukcije koje se odnose na bankarsku uslugu, uključujući i pravo na Ponudu Banke datu na propisanom obrascu Narodne banke Srbije kao i pravo da uz pismeni zahtev, dobije i tekst nacрта Ugovora u vezi sa proizvodima i uslovima koji su predmet njegovog interesovanja.

Klijent ima pravo da od Banke, u pisanoj formi ili na drugom trajnom nosaču podataka dobije informacije, podatke i instrukcije, koji su u vezi sa njegovim ugovornim odnosom sa Bankom na način i u rokovima utvrđenim u Ugovoru zaključenim između Klijenta i Banke, odnosno relevantnim zakonskim propisima, a naročito da bude obavešten u slučaju znatnog nedozvoljenog prekoračenja po računu. Znatno nedozvoljeno prekoračenje računa predstavlja svaki iznos od preko RSD 1.000,00 koje Korisnik računa koristi mimo ugovornog odnosa sa bankom.

Klijent je obavezan da bez odlaganja obavesti Banku o svim promenama adrese, promenama sedišta, poslovnog imena, pretežne delatnosti, statusnim i drugim promena koje se registruju kod nadležnog organa, te promenama ovlašćenja za zastupanje, što se posebno odnosi na osobe ovlašćene za zastupanje, obimu njihovih ovlašćenja i opunomocenih lica, kao i svim drugim promenama bitnim za nesmetano obavljanje poslovanja klijenta preko Banke, osim ako isto na drugi način nije regulisano posebnim opštim uslovima Banke i zakonskim propisima.

to do so by the request or decision of the court, body in charge of money laundering prevention, in connection with the ownership proceedings as well as if requested by other bodies, however, in compliance with applicable legal regulations.

CLIENT'S RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

Article 10

In the precontractual phase, the Client is entitled to request from the Bank all relevant information and receive corresponding notification and instructions related to the banking service, including the right to Bank's offer given in the prescribed form of the National Bank of Serbia, as well as the right to receive upon written request, the wording of the draft agreement related to products and terms and conditions being the subject of the Client's interest.

The Client is entitled to receive from the Bank, in written form or on other permanent data carrier, information, details and instructions, related to the Client's contractual relationship with the Bank, in the manner and within deadlines set out in the Agreement concluded between the Client and the Bank, and relevant regulations, and in particular to be informed about event of a Significant unauthorized overdraft. Significant unauthorized overdraft represents any amount of over RSD 1,000.00, which account owner uses out of the contractual relationship with the bank.

The Client has the obligation to immediately inform the Bank about all changes in, address, changes in the head office location, corporate name, industry, status and other changes registered with the competent bodies, as well as about the changes in the authority to represent, which is particularly related to the persons authorized to represent, scope of their authority, as well as about all other changes important for unhindered performance of Client's operations via the Bank, except otherwise provided by specific general terms of the Bank or legal regulations.

Obaveštavanje Klijenta putem trajnog nosača podataka smatra se obaveštenje poslato Klijentu putem elektronske pošte (e-mail) odnosno putem sms poruke, na e-mail adresu odnosno broj telefona koji je Klijent naveo Banci kao svoju e-mail adresu odnosno broj telefona koji će biti dostupan Banci u toku čitavog trajanja ugovornog odnosa, a što će ugovorne strane smatrati uredno dostavljenim obaveštenjem.

Ukoliko Klijent promeni podatke o e-mail adresi odnosno broju telefona, a o toj promeni ne obavesti odmah Banku, kao dan dostave se uzima dan kada je Banka prvi put pokušala dostavu na osnovu poslednjeg podatka koji je Klijent dao Banci za dostavu.

Ukoliko Klijent ne želi ili nema mogućnosti da mu se dostava obaveštenja vrši na način utvrđen u stavu 4 ovog člana, Banka će dostavu obaveštenja izvršiti na šalteru Banke i to matične filijale iz Ugovora, a Klijent je u obavezi da obaveštenja preuzme lično na način naveden u ovom stavu. Obaveštenje dostavljeno na ovaj način smatra se uredno dostavljenim obaveštenjem.

Kada je Banka u obavezi da Klijentu dostavi, to će učiniti u skladu sa Zakonom o zaštiti korisnika finansijskih usluga, a na način i u rokovima definisanim u Ugovoru.

Banka može za pojedine proizvode u skladu sa odlukom nadležnih organa Banke i kada je to ugovoreno, Klijenta obavestavati i putem dostavljanja pismena na adresu koju je Klijent naveo Banci kao adresu za dostavljanje pismena.

U smislu prethodnog stava, ukoliko Klijent nije primio obaveštenje Banke zato što je promenio adresu za dostavu, a o toj promeni ne obavesti odmah Banku, kao dan dostave se uzima dan kada je fizičko ili pravno lice ovlašćeno/specijalizovano za poslove dostave potvrdio da je prvi put pokušao uručenje dostave obaveštenja na zvaničnu adresu koju je Klijent prezentovao Banci.

Notification of the Client via permanent data carrier shall be deemed as the notification sent to the Client via e-mail, i.e. sms message, to the e-mail address i.e. phone number stated to the Bank by the Client as the Client's e-mail address i.e. phone number that will be available to the Bank during the entire contractual relationship, and which the Parties to the Agreement will consider as a duly submitted notification.

Should the Client change details regarding the e-mail address i.e. phone number, and fail to immediately inform the Bank on such changes, the submission date will be the date when the Bank tried to make a delivery for the first time based on the last information given by the Client to the Bank for submission.

If the Client doesn't wish or doesn't have the possibility to be notified in the manner stated in Paragraph 4 hereof, the Bank shall submit the notification at the Bank's counter, namely parent branch from the Agreement, and the Client shall be required to take over the notification in person in the manner stated in this Paragraph. Notification submitted in this manner shall be deemed as a duly submitted notification.

When the Bank is required to submit, it shall do so pursuant to the Law on the Protection of Financial Services Consumers, in the manner and within deadlines defined in the Agreement.

For certain products, the Bank may inform the Client, pursuant to the Decision of Bank's competent bodies, and when so contracted, by submitting written documents to the address given to the Bank by the Client as the address for submitting written documents.

Within the meaning of the previous Paragraph, if the Client did not receive a Bank's notification for the reason of changing the delivery address, and failed to inform the Bank of such change, the submission date shall be deemed as the date when a natural or legal entity authorised/specialised for delivery confirmed that the delivery of notification was tried for the first time to the official address presented

Klijent sva obaveštenja, zahteve ili odobrenja upućuje matičnoj filijali Banke.

Isprave i obaveštenja koje Klijent dostavlja Banci na stranom jeziku, na zahtev Banke dostavljaju se u overenom prevodu na srpski jezik.

Klijent snosi zakonsku odgovornost i štetu koja nastane nepridržavanjem njegove obaveze obaveštavanja Banke, u smislu ovog člana.

to the Bank by the Client.

The Client shall send all notifications, requests or approvals to the Bank's parent branch.

The documents and notifications submitted by the Client to the Bank in a foreign language, if requested by the Bank, have to be submitted in certified Serbian translation.

The client is held legally responsible for the damage caused by avoidance of the obligation to inform the Bank as described in this Article.

KOMUNIKACIJA SA KLIJENTOM

Član 11.

Komunikacija Banke i Klijenata, obavlja se preko informativnog i reklamnog materijala, dostupnog na šalterima Banke, telefonskog kontakta, pošte, internet prezetacije i to u pismenoj formi, elektronskim putem, sms-om kao i neposrednom komunikacijom u poslovnim prostorijama Banke, odnosno Call-centrom Bank.

Komunikaciju sa Klijentima, Banka može vršiti i kroz marketinške aktivnosti i razne vidove reklamnog oglašavanja u medijima ili na bilo koji drugi način koji će omogućiti klijentu da sve poruke kojima se oglašavaju određeni proizvodi, odnosno usluge budu jasni i razumljivi, u skladu sa Zakonom o bankama, Zakonom o zaštiti konkurencije, Zakonom o zaštiti podataka o ličnosti, Zakonom o zaštiti korisnika finansijskih usluga Zakonom o platnim uslugama i ovim Opštim uslovima poslovanja.

Pravo na prigovor:

Korinik i davalac sredstava obezbeđenja ima pravo da Banci uputi pisani prigovor na adresu Banke, matične/najbliže filijale kao i elektronskim putem na e-mail prema uputstvu objavljenom na internet sajtu Banke, ukoliko smatra da se Banka ne pridržava zaključenih ugovornih odredbi, OUP, dobrih poslovnih običaja/prakse kao i zakonskih propisa Republike Srbije, odnosno, ukoliko se prethodno predmet pisanog prigovora koji predstavlja sporni odnos nije mogao prevazići na dugi način.

COMMUNICATION TO THE CLIENT

Article 11

Communication between the Client and the Bank shall be carried out through informative and advertising materials available at the Bank's branches, by telephone, mail, internet site or in written form, electronically, by SMS or through direct communication at the Bank's business premises, or Call-center of the Bank.

Communication with clients, the Bank also performs using marketing activities and advertising announcements in the media or in any other manner that will allow the client to all advertising messages promoting certain products or services are clear and understandable, in accordance with the Law on Banks, Law on protection of competition, the Personal data protection Act, the Financial services consumer protection Law on payment services and this General terms and conditions.

Right to Complaint:

User and provider of collateral has the right to send to the Bank a written complaint to the address of the Bank's parent / nearest branch as well as electronically to the e-mail following the instructions posted on the website of the Bank, if it considers that the Bank does not comply with the concluded contractual arrangements, GTC, good business practice / practice and legislation of the Republic of Serbia, or if previously the subject of a written complaint which is a contentious relationship

could not overcome on other way.

Pravo iz stava jedan ovog člana Korisnik /Davalac sredstava obezbeđenja ima u roku od tri godine od dana kada smatra da je učinjena povreda prava i/ ili interesa, a koja je predmet prigovora.

The right referred to in paragraph one of this article User / Provider of collateral is active within three years from the date considered as violation of rights and / or interests, and that is the subject of the complaint.

Pisani prigovor obavezno treba da sadrži lične podake Korisnika/podnosioca prigovora (adresu prebivališta/boravište, jmbg) kao i kratak i jasan opis predmeta prigovora.

The complaint in written form mandatory contains personal data of User/Complainant (permanent address, ID number) as well as short and clear description subject of the complaint.

Banka je dužna da na prigovor odgovori u roku od 15 odnosno, u izuzetnim slučajevima, 30 dana od dana prijema pisanog prigovora. Korisnik/Davalac sredstava obezbeđenja/podnosilac prigovora koji nije zadovoljan dostavljenim odgovorom Banke ili ukoliko Banka po istom ne postupi, tj ne odgovori u navedenim rokovima, može uložiti pritužbu NBS, Centru za zaštitu i edukaciju korisnika finansijskih usluga, u roku od 6 meseci od dana prijema Bančinog odgovora odnosno od poslednjeg dana isteka roka za Bančino postupanje i to na sledeću adresu: NBS, ul. Nemanjina br. 17, Beograd ili NBS, Centar za zaštitu korisnika finansijskih usluga, Poštanski fah 712, a pre pokretanja sudskog spora, u skladu sa odredbama Zakona o zaštiti korisnika finansijskih usluga.

The Bank is obliged to reply to the complaint within 15 or, in exceptional cases, 30 days from receipt of the written complaint. User/ Provider of collaterals / complainant who is not satisfied with the reply of the Bank or if the Bank on the same fails to act, or does not respond within specified time limits, may file a complaint with the NBS, the Center for the protection and education of users of financial services, within 6 months from the date receiving the Bank's reply, or the last day of the deadline for the Bank's actions and to the following address: NBS, Nb. 17 Nemanjina street, Belgrade or NBS Center for Financial Services Consumer Protection, PO Box 712, before the legal proceedings, in accordance with the provisions of the Law on the Protection of Financial Services.

Član 11.1.

U slučaju Korisnik ima mogućnost i da pokrene postupak posredovanja radi vansudskog rešavanja spornog odnosa, kao i Banka, u skladu sa Zakonom o posredovanju u rešavanju sporova I u skladu sa Zakon o zaštiti korisnika finansijskih usluga.

Article 11.1.

The User has the possibility to initiate proceedings of court mediation for resolving contentious relationship, as well as the Bank, in accordance with the Law on Mediation in resolving disputes and in line with the Law on Protection of Financial Services.

Posredovanje–medijacija kao proces vansudskog rešavanja sporova, može se sprovesti pred NBS, ali i pred drugim organom ili licem ovlašćenim za posredovanje.

Mediation as a process out-of-court dispute resolution can be carried out within the NBS, as well as other authorities, or person authorized for mediation.

Postupak posredovanja –medijacije započinje potpisivanjem Sporazuma o pristupu medijaciji.

The mediation procedure begins by signing Agreement upon mediation approach.

Postupak posredovanja-medijacije se može okončati odustankom, obustavom ili

Mediation procedure can be terminated by the abandonment, suspension or signing of

potpisivanjem Sporazuma o rešavanju spornog odnosa posredovanjem a koji može da ima snagu izvršne isprave ukoliko sadrži klauzulu izvršnosti i overu.

Agreement upon the solving of the disputed relationship through mediation which can have a force of executive document if it contains a clause of executability and verification."

DEPOZITI

Član 12.

Depozit je dinarska ili devizna novcana obaveza Banke, koja proizilazi iz novcanog depozita, bankarskog tekućeg ili drugog platnog računa ili drugog novcanog racuna i na osnovu koga nastaje zakonska ili ugovorna obaveza Banke na povracaj sredstava.

Depozit može biti depozit: po vidjenju i oroceni depozit.

Oroceni depoziti mogu biti kratkorocni i dugorocni.

Oroceni depozit može biti oroceni depozit bez namene i oroceni depozit sa namenom, sa otkaznim rokom i bez otkaznog roka.

Član 13.

Uslovi prijema depozita, kao i prava i obaveze Banke i klijenta, uredjuju se ugovorom.

Banka može, u zavisnosti od statusa klijenta, vrste, namene, visine depozita i roka deponovanja, ugovarati razlicite uslove deponovanja.

Banka zadržava pravo da, u skladu sa aktima Banke, propisuje minimalne iznose orocenog depozita, kamatne stope, periode orocavanja i ostale uslove.

PLASIRANJE SREDSTAVA

Član 14.

Pod plasmanima Banke u smislu ovih Opštih uslova poslovanja se smatraju odobravanje kredita, izdavanje garancija i drugih oblika jemstva, uz dosledno pridržavanje osnovnih bankarskih principa poslovanja, pozitivnih propisa i akata Banke.

DEPOSITS

Article 12

A deposit is a dinar or foreign exchange financial obligation of the Bank which originates from the financial deposit, current or any other payment account or other monetary account which creates a legal or contractual obligation of the Bank to return the funds.

A deposit can be sight or time deposit.

Time deposits can be short-term or long-term.

Time deposit can be a time deposit placed for a specific purpose or a time deposit placed without specific purpose, notice deposits and deposits without the period of notice.

Article 13

The conditions applicable to depositing, as well as the rights and obligations of the Bank and the Client, are defined by the agreement.

Depending on the Client's status, deposit type, purpose, amount and period of depositing, the Bank can conclude various depositing terms and conditions.

Pursuant to the Bank' internal regulations and bylaws, the Bank reserves the right to set the minimal amount of the time deposit, interest rate, deposit period and other conditions.

PLACEMENT OF FUNDS

Article 14

The Bank's placements in terms of these General Terms and Conditions include loans, issuing of letters of guarantee, and other types of collateral, in conformity with the main banking principles, applicable regulations and Bank's internal regulations and bylaws.

Uslovi kreditne sposobnosti utvrđuju se aktima Banke.

Criteria for client's solvency are defined by the Bank's internal regulations and bylaws.

Banka odobrava plasmane saglasno procedurama i aktima Banke.

The Bank grants placements in conformity with the Bank's regulations and bylaws.

Član 15.

Banka odobrava kratkorocne i dugorocne, bilansne i vanbilansne plasmane kreditno sposobnim klijentima Banke.

Article 15

The Bank grants short-term and long-term, balance and off-balance placements to the Bank's solvent clients.

Kratkorocni plasmani su plasmani ciji je rok korišćenja do 12 meseci.

Short-term placements are placements with up to 12 month period of use.

Dugorocni plasmani su plasmani ciji je rok korišćenja preko 12 meseci.

Long-term placements are placements exceeding 12 month period of use.

Član 16.

Banka može odobravati okvirne iznose plasmana kao i mogućnost revolvinga.

Article 16

The Bank may grant framework placement amounts as well as revolving conditions.

Član 17.

Namena korišćenja plasmana pravnim licima i preduzetnicima mora biti u skladu sa vrstom delatnosti kojom se klijent bavi, u skladu sa aktima Banke i zakonskim propisima.

Article 17

The purpose of placements granted to legal entities and entrepreneurs must be in conformity with the client's scope of activities, pursuant to the Bank's internal regulations and the applicable laws.

Član 18.

Na osnovu odobrenja nadležnog organa Banke o odobravanju i uslovima plasmana, sa klijentom se, u pisanoj formi, zaključuje ugovor.

Article 18

Pursuant to the approval reached by the Bank's competent body on placement granting and terms and conditions, a written agreement is concluded with the Client.

Ugovorom iz stava 1. ovog člana utvrđuju se uslovi korišćenja odobrenog plasmana.

The agreement mentioned in Paragraph 1 of this Article defines the terms and conditions of the granted placement.

Ako Banka namerava da neki od obaveznih elemenata ugovora izmeni, dužna je da pribavi pismenu saglasnost Klijenta pre primene te izmene. U slučaju da Klijent nije saglasan sa ovom izmenom, Banka ne može iz tog razloga jednostrano izmeniti uslove iz ugovora, niti ugovor jednostrano raskinuti, odnosno otkazati.

If the Bank intends to amend any of the mandatory elements of the Agreement, it is obliged to obtain a written Client's consent prior to application of such amendment. Should the Client not agree with this amendment, the Bank may not for this reason unilaterally amend the terms and conditions from the Agreement, nor may it unilaterally terminate or cancel the Agreement.

Izuzetno, ako se visina fiksne kamatne stope ili fiksnog elementa promenljive kamatne stope, odnosno visina kamata i naknada i drugih troškova menjaju u korist korisnika – te izmene

By way of exception, if the amount of the fixed interest rate or fixed element of the variable interest rate, i.e. amount of interests and fees and other costs is changed in favour of the

se mogu primenjivati odmah i bez njegove prethodne saglasnosti.

U slučaju promene odredbi koji nisu obavezni elementi ugovora, Banka je dužna da Klijenta blagovremeno obavesti na ugovoreni način.

Član 19.

Banka ima pravo da zahteva od Klijenta, za sve postojeće obaveze koje ima prema Banci, da obezbedi instrumente obezbeđenja, u obliku i sa sadržinom zadovoljavajućom za Banku ukoliko je to predviđeno ugovorom, i ukoliko su se za to stekli uslovi.

Klijent je obavezan da ugovorene instrumente iz stava 1. ovog člana dostavi Banci pre realizacije ugovora, ukoliko pojedinacnim ugovorima nije drugacije regulisano.

Na zahtev Klijenta ili Banke, sredstva obezbeđenja mogu biti zamenjena tokom perioda trajanja ugovorne obaveze Klijenta prema Banci.

Svako sredstvo obezbeđenja koje je Klijent pružio u korist Banke, u vezi sa bilo kojom transakcijom, neće prestati, biti pod ograničenjem ili na bilo koji drugi način ograničeno usled Klijentovog prigovora već, upravo obrnuto, nastaviće da proizvodi pravno dejstvo i biće na raspolaganju Banci u svojoj potpunosti sve dok se poslovni odnosi između Banke i Klijenta ne završe na način zadovoljavajući za Banku.

Imovina data Banci u zalogu kao i imovina i/ili prava preneti na Banku na ime obezbeđenja, služiće kao sredstvo obezbeđenja urednog izmirenja potraživanja koje Banka ima od Klijenta.

Klijent je dužan da se sam stara o održavanju i zaštiti prava i imovine kao i o naplati potraživanja koja je pružio Banci kao sredstvo obezbeđenja svojih obaveza i dužan je da blagovremeno obavestava Banku o svim promenama u materijalnom i pravnom statusu tih sredstava.

Banka može u interesu efikasnije naplate svog

Client – such changes may be applied immediately and without the Client's prior consent.

In the case of changes of provisions not being mandatory contract elements, the Bank is obliged to notify the Client timely in the contracted manner.

Article 19

The Bank is entitled to request from the Client, for all existing liabilities towards the Bank, to provide instruments of security, in the form and content satisfactory for the Bank if so envisaged by the Agreement, and if conditions are met.

The Client has the obligation to provide the Bank with the instruments mentioned in Paragraph 1 of this Article before the realization of the Agreement, unless individual agreements define otherwise.

At the Client's or Bank's request, collateral may be replaced during the term of the Client's contractual obligation towards the Bank.

Each collateral provided by the Client in favour of the Bank, with reference to any transaction, shall not cease, be restricted or otherwise limited due to the Client's objection, but quite the contrary, it shall continue to have the legal effect and be available to the Bank in its entirety as long as the business relationship between the Bank and Client is not completed in a manner satisfactory to the Bank.

Assets given to the Bank as pledge as well as assets and/or rights transferred to the Bank as security, shall serve as collateral for the orderly settlement of claims that the Bank has from the Client.

The Client is required to pay attention to the maintenance and protection of rights and assets and collection of receivables offered to the Bank as collateral for Client's liabilities, and the Client is obliged to timely inform the Bank of all changes regarding the material and legal status of such collateral.

potraživanja, a bez obzira na to što se u njenom posedu nalaze određena sredstva obezbeđenja, prethodno pokušati namirenje svojih potraživanja dogovorom sa Klijentom ili zaključenjem odgovarajućeg poravnanja.

Član 20.

Banka može vršiti kontrolu namenskog korišćenja odobrenih sredstava i sprovođenje ostalih obaveza iz ugovora od strane korisnika sredstava, na način i po postupku utvrđen pozitivnim zakonskim propisima i aktima Banke.

Član 21.

Klijent ima pravo da vrati kredit delimično ili u celost i pre roka dospeća pod uslovom da o toj nameri obavesti Banku pre prevremene otplate uz plaćanje naknade u visini određenoj aktima Banke i pojedinačnim ugovorima.

Član 22.

U cilju osiguranja naplate dospelih potraživanja Banka ima pravo zadržati svaku stvar koja je u vlasništvu Klijenta, a nalazi se u rukama Banke, sve dok dospela potraživanja ne budu isplaćena, te se naplatiti iz njene vrednosti na isti način kao i založni poverilac.

PLATNE USLUGE

Član 23.

Banka otvara i vodi dinarske i devizne tekuće i druge platne račune rezidenata i nerezidenata i vrši platne usluge, u zemlji i sa inostranstvom u skladu sa posebnim opštim uslovima, važećim zakonskim i drugim propisima i aktima banke.

Član 24.

Medusobna prava i obaveze Banke i klijenta u oblasti platnih usluga uređuju se Okvirnim ugovorom o platnim uslugama i posebnim opštim uslovima.

PLATNE KARTICE

In the interest of a more efficient collection of its claims, regardless of the fact that the Bank possesses certain collateral, it may try a prior settlement of its receivables by an agreement with the Client or by concluding a corresponding settlement.

Article 20

The Bank can monitor and control the use of the granted funds and fulfillment of other contractual obligations by the client, as specified by the procedures defined in the applicable legal regulations and the Bank's internal regulations and by laws.

Article 21

The Client can repay the partial or full amount of loan before its maturity provided that the Bank is informed on this prepayment intention before the prepayment and such prepayment is subject to the fee defined in the Bank's regulations and individual Agreements.

Article 22

With the aim of securing the collection of matured receivables the Bank reserves the right to keep anything owned by the Client that is at the Bank's disposal, until all matured receivables are paid, and the Bank can collect the due amount from its value in the same way as a pledgee.

PAYMENT SERVICES

Article 23

The Bank opens and maintains dinar and foreign currency current and other payment accounts of residents and non-residents and provides payment services, both domestic and international, in accordance with specific general terms and conditions, applicable regulations and acts of the Bank.

Article 24

Mutual rights and obligations of the Bank and the Client from the area of payment services are regulated by the Framework agreement on payment services and specific general terms and conditions.

PAYMENT CARDS

Član 25.

Banka vrši izdavanje platnih kartica klijentima Banke.

Nacin, vrste i postupak poslovanja sa platnim karticama regulisan je aktima Banke i ugovorom zaključenim između klijenta i Banke.

ELEKTRONSKO BANKARSTVO

Član 26.

Banka svojim klijentima koji imaju otvoren dinarski i / ili devizni tekuci račun za izvršavanje platnih transakcija u Banci, omogućava obavljanje elektronskog bankarstva, putem razmene elektronskih poruka u skladu sa posebnim opštim uslovima, važećim propisima i aktima Banke

Usluge elektronskog bankarstva odnose se na sledeće grupe usluga

- usluge informativnog servisa klijentima Banke i
- usluge izvršenja platnih transakcija
- druge usluge elektronskog bankarstva.

OSTALI BANKARSKI POSLOVI

Član 27.

Banka obavlja i garancijske poslove, menjacke poslove, poslove sa POS terminalima, poslove sa sefovima, kao i druge poslove koji su standardni u bankarskom poslovanju.

KAMATE

Član 28.

Banka po bankarskim poslovima odnosno kreditima, kreditnim karticama, dozvoljenom prekoračenju po računu i depozitima ugovara, obračunava, plaća i naplaćuje kamate u skladu sa ugovorom i ovim OUP.

Član 29.

Kamata može biti izražena na godišnjem, ili mesečnom ili dnevnom nivou.

Article 25

The Bank issues payment cards to the clients of the Bank.

Manner, type and procedure payment cards operations is regulated by acts of the Bank and agreement concluded between the Client and the Bank

ELECTRONIC BANKING

Article 26

The Bank provides to the client with dinar and /or foreign currency current account for execution of payment transaction with the Bank to possibility of electronic banking, through exchange of electronics messages, in accordance with specific general terms and conditions, applicable regulations and acts of the Bank.

Electronic banking services include the following groups of services:

- Information services
- Payment transaction execution; and
- Other electronic banking services.

OTHER BANKING OPERATIONS

Article 27

The Bank also performs guarantee operations, currency exchange operations, operations with POS terminals, safety deposit boxes, and other operations standard in banking business.

INTERESTS

Article 28

For banking operations, i.e. loans, credit cards, authorized current account overdraft and deposits, the Bank contracts, calculates, pays and charges the interest in accordance with the Agreement and the GTC.

Article 29

Interest may be stated on an annual, or monthly or daily level.

Obračun kamate vrši se uz primenu linerne (proporcionalne) metode.

Prilikom obračuna kamate na plasmane, primenjuje se stvaran broj dana u odnosu na godinu od 360 dana.

Prilikom obračuna kamate na depozite, u slučajevima kada se ista plaća, primenjuje se stvaran broj dana u odnosu na godinu (366/366) dana za sve valute.

Interest calculation shall be performed by applying the linear (proportional) method.

When calculating interest on placements, the actual number of days is applied in relation to a year of 360 days.

When calculating interest on deposits, in cases when interest is being calculated, the actual number of days is applied in relation to a year (366/366) for all currencies.

Član 30.

Nominalna kamatna stopa (u daljem tekstu: NKS) koju primenjuje Banka može biti fiksna ili promenljiva.

Banka Ugovorom reguliše vrstu NKS.

Visina promenljive NKS može zavistiti od ugovorenih promenljivih elemenata, ili od promenljivih i fiksnih, s tim što su promenljivi elementi oni koji se zvanično objavljuju, i to:

- referentna kamatna stopa,
- indeks potrošačkih cena,
- stopa inflacije / dezinflacije (na domaćem tržištu i tržištu domicila odnosno valute).

Član 31.

Banka je obavezna da u svojim poslovnim prostorijama drži istaknuto obaveštenje o kretanju vrednosti ugovorenih promenljivih elemenata, navedenih u prethodnoj tački.

Kamata se pripisuje u istoj valuti u kojoj je položen depozit, odnosno pušten kredit u tečaj.

Banka je obavezna da o svakoj promeni ugovorene promenljive NKS obavesti Klijenta, u pisanoj formi ili na drugom trajnom nosaču podataka, odnosno da mu dostavi izmenjeni plan otplate kredita / depozita, i to najmanje 15 dana pre početka primene izmenjene stope, odnosno periodično u skladu sa ugovorom, i da u tom obaveštenju navede datum od kada se izmenjena kamatna stopa primenjuje.

Article 30

The nominal interest rate (hereinafter: NIR) applied by the Bank may be fixed or variable.

The Bank regulates the NIR by Agreement.

The amount of the variable NIR may depend on contracted variable elements, or on the variable and fixed ones, whereby the variable elements are those that are officialy published, namely:

- key policy rate,
- Consumer Price Index,
- Inflation/disinflation rate (in the domestic market and domicile market of the respective currency).

Article 31

In its business premises, the Bank shall keep a posted notification regarding value fluctuations of contracted variable elements stated in the previous Item.

Interest shall be accrued in the same currency of the placed deposit, i.e. disbursed loan.

The Bank shall be required to inform the Client on each change to the contracted variable NIR, in written form or on other permanent data carrier, i.e. to submit to the Client the amended loan/deposit repayment schedule, at least 15 days prior to the application of the changed rate, i.e. periodically in accordance with the Agreement, and to state in such notification the date from which the changed interest rate is being applied.

Banka je u obavezi da na zahtev Klijenta učini dostupnim planove otplate, navedene u prethodnoj tački, za sve vreme trajanja ugovorenog odnosa.

Član 32.

Efektivna kamatna stopa (u daljem tekstu: EKS) predstavlja jedinstvenu cenu kojom su obuhvaćeni kamate, naknade i troškove za pruženu bankarsku uslugu, u skladu sa propisima koji isto regulišu.

Član 33.

Banka je u obavezi da EKS obračunava na jedinstven, propisani način, i da o tome obavesti Klijenta u skladu sa zakonom i podzakonskim aktima.

Član 34.

Ukoliko bilo koji iznos dugovan Banci ostane neisplaćen na datum njegovog dospeća, Korisnik će platiti Banci kamatu na taj iznos u visini ugovorene kamate ili zatezne kamate utvrđene Zakonom o zateznoj kamati u zavisnosti od toga koja je viša, sve dok celokupan dospeli iznos ne bude naplaćen.

NAKNADE

Član 35.

Banka obračunava i naplaćuje naknadu za uslugu izvršenu Klijentu.

Naknade i troškovi koje Banka naplaćuje mogu biti fiksne i promenljive. Visina troškova i naknade, način i rokovi naplate, period i razlozi promenljivosti su utvrđeni Tarifnikom.

Banka je obavezna da o svakoj promeni ugovorene promenljive naknade, kao i troškova, najkasnije 15 dana pre početka primene obavesti Klijenta, u pisanoj formi ili na drugom trajnom nosaču podataka.

POSEBNA PRAVA KLIJENTA

Član 36.

Pravo na primenu istog tipa kursa

At the Client's request, the Bank shall make available the repayment schedules, stated in the previous Item, for the entire duration of the contractual relationship.

Article 32

The effective interest rate (hereinafter: EIR) represents a singular price including interests, fees and costs for the provided banking service, in accordance with corresponding regulations.

Article 33

The Bank is obliged to calculate the EIR in a singular, prescribed manner, and to notify the Client thereof in accordance with the Law and by-laws.

Article 34

If any amount of debt to the Bank remains not paid at due date, Client shall pay to the Bank interest on that amount in amount of contracted interest or penalty interest determined by Law on penalty interest depending on which one is higher, until all due amount is paid.

FEES

Article 35

The Bank calculates and charges the fee for the services provided to the Client.

The fees and costs charged by the Bank may be fixed and variable. Amount of costs and fees, payment manner and deadlines, period and reasons for variability are determined by the Tariff.

The Bank shall inform the Client on every change to the contracted variable fee, as well as costs, no later than 15 days prior to their application, in written form or on other permanent data carrier.

SPECIAL RIGHTS OF THE CLIENT

Article 36

The right to the use the same type of exchange

rate

Banka je dužna da pri odobravanju kredita / uplati depozita indeksiranog u stranoj valuti primenjuje zvanični srednji kurs I datum obračuna koji se primenjuje i pri otplati kredita / isplati depozita.

When approving a loan / deposit payment indexed in foreign currency, the Bank shall apply the official middle exchange rate and the date of calculation that is applied in repayment of loans / deposits payment.

Pravo na isti metod obračuna kamate

The right to the use the same method of interest rate calculation

Ako Klijent ima obavezu polaganja namenskog depozita sa ugovorenom kamatom radi dobijanja kredita, ima pravo na primenu istog metoda obračuna kamate na taj depozit koji je primenjen i na obračun kamate na iznos odobrenog kredita, a Banka je dužna da mu omogući ostvarenje tog prava.

If the Client has the obligation of depositing a special purpose deposit with agreed interest in order to obtain a loan, the Client has the right of applying the same method of interest calculation on that deposit that is applied to the calculation of interest on the loan amount, and the Bank is required to enable him to exercise this right.

Prevremena otplata

Premature repayment

Klijent ima pravo da u bilo kom momentu, u potpunosti ili delimično, izvrši svoje obaveze iz ugovora o kreditu, u kom slučaju ima pravo na umanjenje ukupne cene kredita za iznos kamate i troškova za preostali period trajanja tog ugovora (prevremena otplata).

The Client has the right at any time, in whole or in part, to execute its obligations under the loan agreement, in which case the Client has the right to reduce the total cost of loans for the amount of interest and costs for the remaining duration of the contract period (premature payment).

Banka ima pravo da naplati naknadu za prevremenu otplatu kredita u skladu sa zakonom i ugovorom.

The Bank is entitled to charge a fee for premature repayment of the loan in accordance with the Law and the Agreement.

Pravo na povraćaj sredstava obezbeđenja

The right to refund collateral

Korisnik, odnosno davalac sredstva obezbeđenja ima pravo da, nakon potpunog izmirenja obaveza korisnika prema banci po određenom ugovoru, preuzme neiskorišćena sredstva obezbeđenja data po tom ugovoru, uključujući i sredstva obezbeđenja koja su upisana u odgovarajući registar.

The beneficiary, i.e. provider of collateral has the right, upon full repayment of beneficiary's obligations to the Bank based on specific agreement, to take over unused collaterals provided under that agreement, including collateral, which are entered in the appropriate register.

Banka je dužna da korisnika, odnosno davaoca sredstva obezbeđenja pismeno obavesti o tome da je korisnik izmirio sve svoje obaveze prema njoj po određenom ugovoru - u roku od 30 dana od dana izmirenja tih obaveza.

The Bank is obliged to inform the beneficiary i.e. provider of collateral in writing that the beneficiary has paid all its obligations towards the Bank under a specific agreement - within 30 days of the settlement of these obligations.

Obaveštenje iz stava sadrži podatke o ugovoru

The notice stated in the Paragraph contains

po kome su izmirene obaveze prema banci, iznos izmirenih obaveza, potpis odgovornog lica i pečat banke.

data on the agreement based on which the liabilities towards the Bank have been settled, the amount of outstanding liabilities, signature of the responsible person and stamp of the Bank.

ZAVRŠNE ODREDBE

Član 37.

Sva ostala pitanja i odnosi u vezi sa sprovođenjem Opštih uslova poslovanja regulisane se uputstvima nadležnih organa Banke i drugim aktima Banke, u skladu sa važećim zakonskim i drugim propisima.

Interne procedure Banke regulišu pitanja vezana za poslovne procese u vezi sa proizvodima kojima se bave ovi Opšti uslovi poslovanja.

Banka može prihvatiti uslove koji nisu predviđeni Opštim uslovima poslovanja u izuzetnim slučajevima, kada je to u interesu Banke i Klijenta.

Član 38.

Banka će izmene i dopune ovih Opštih uslova poslovanja objavljivati na uobicaeni način propisan Zakonom.

Član 39.

Opšti uslovi poslovanja stupaju na snagu danom objavljivanja na vidno mesto u poslovnim prostorijama u kojima Banka nudi usluge korisnicima, a primenjuje se od 01.07.2017. godine.

U Novom Sadu, 02.06.2017. godine

FINAL PROVISIONS

Article 37

All other issues and relations referring to the implementation of the General Terms and Conditions will be regulated by the instructions issued by the Bank's competent bodies and with Bank's other regulations and bylaws, pursuant to the applicable legal and other regulations.

Bank's internal procedures regulate issues related to business processes regarding products being the subject of the General Terms and Conditions.

The Bank may accept terms and conditions that are not envisaged by the General Terms and Conditions in exceptional cases, when it is in the interest of the Bank and Client.

Article 38

Amendments of and supplements to these General Terms and Conditions will be published by the Bank as required by the applicable Law.

Article 39

General Terms and Conditions shall enter into force upon publication in a prominent place in the business premises in which the Bank provides services to customers, and will be applicable as of July 1st 2017.

In Novi Sad, on June 2, 2017.

PRESEDNIK UPRAVNOG ODBORA PRESIDENT OF THE BOARD OF DIRECTORS

Marinis Stratopoulos

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