

BOARD OF DIRECTORS

GENERAL TERMS AND CONDITIONS

FOR LEGAL ENTITIES AT ALTA BANKA A.D. BEOGRAD

In application as of March 20, 2023

Belgrade, February 28, 2023

**GENERAL TERMS AND CONDITIONS**

**FOR LEGAL ENTITIES AT ALTA BANKA A.D. BEOGRAD**

1. **INTRODUCTION**

These General Terms and Conditions for Legal Entities at ALTA banka a.d. Beograd (hereinafter: General Terms) define the standard terms of business at ALTA banka a.d. Beograd (hereinafter: Bank), in respect of legal entities (hereinafter: Client) when establishing a business relationship between the Client and the Bank, communication procedures between the Client and the Bank, conditions for conducting transactions between the Client and the Bank, as well as other issues of interest to the Bank's business with Clients.

These General Terms represent the standard business terms and conditions that the Bank applies in dealing with Clients, except for payment services that are defined in the General Terms and Conditions for the Provision of Payment Services by ALTA banka a.d. Beograd. These General Terms also include acts that define the fees and other costs that the Bank charges to the Client in connection with the provision of services that are the subject of these General Terms (e.g., Service Fee Schedule).

In terms of these General Terms Clients are legal entities (residents and non-residents) who use the Bank's services or who contact the Bank for the purpose of using those services and which the Bank has identified as such.

Bank means ALTA banka a.d. Beograd, with registered office at Bulevar Zorana Đinđića 121, Belgrade, registered with the BRA in Belgrade under company registration number 07074433, account number with the NBS: 908-190-1-11, BIC code: JMBNRSBG, e-mail address: [info@altabanka.rs.](mailto:info@altabanka.rs) The Bank has an operating license from the National Bank of Serbia No. 23787101, in accordance with the Law on Banks. ALTA banka a.d. Beograd’s Internet page is available at [http://www.altabanka.rs.](http://www.altabanka.rs/)

The National Bank of Serbia (hereinafter: NBS), Kralja Petra 12, Belgrade, exercises control over the Bank's operations.

## Publication of the Bank's General Terms

These General Terms are considered a general act of the Bank and are publicly available in the Serbian language and are considered published on the date of posting, in a visible place within the Bank's business premises (branch offices, counters, notice boards, etc.), as well as on the Bank's website [www.altabanka.rs.](http://www.altabanka.rs/) It will be considered that a Client is familiar with the content of the Bank's General Terms, which have been published in the above manner.

The Client can familiarize himself with the General Terms and review them at the Bank's premises when establishing business cooperation or on the Bank's Internet page.

The Bank is required to provide a Client with appropriate explanations and instructions related to the application of these General Terms, in connection with a specific financial service, as well as to deliver those terms to him without delay, at his request, in written form or on another permanent data carrier.

The Bank ensures that persons who provide information related to payment services have appropriate qualifications, knowledge and experience, professional and personal qualities, and who act in accordance with good business practices and business ethics while respecting the personality and integrity of the Client.

## Application of General Terms

These General Terms apply to the relationship between the Bank and a Client, if the Client has been enabled to become familiar with them in the manner foreseen by the previous point.

With his signature on a contract, application form or other document, the Client confirms that he is familiar with these General Terms, that he agrees with them and that they are an integral part of the contract concluded between the Client and the Bank.

The Bank is required to enable the Client to become familiar with these General Terms, as well as with other terms and conditions that are part of its application. The Bank will provide the Client, upon his request, with explanations and information related to these General Terms, and especially, upon request, provide information in written form on those separate general terms that are the subject of the business relationship with the Bank.

## The relationship between applicable regulations, the contract concluded with the Client, these General Terms and other acts of the Bank

In case of mutual inconsistency between the concluded contract, these General Terms and applicable regulations, to the relationship between the Bank and the Client, the provisions of applicable regulations, then, the concluded contract, then the provisions of these General Terms, as well as the provisions of other acts of the Bank, which define in greater detail more specific aspects of its operations and which are in the function of implementing these General Terms, and with which the Client is familiar in the manner provided for in these General Terms, are binding.

## The relationship between the Bank and the Client

The Bank will devote special attention to creating the conditions for the Client and the Bank to receive accurate and unambiguous information, at all times, regarding the Bank's products and the realization of those products, in the spirit of good business customs, good business practices and fair treatment towards the Client.

Serbian will be used as the language of communication between the Bank and the Client, before and for the term of the contractual relationship, unless the Bank and the Client agree otherwise.

The business relationship between the Bank and the Client is regulated by a contract concluded by mutual consent of the contractual parties, in accordance with applicable regulations and the Bank's acts.

# RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE BANK

The Bank has the discretionary right to freely choose a Client, with whom it will enter into a business relationship with, which includes the possibility to refuse the conclusion of a contract, *i.e.*, entering into a business relationship, without the obligation to provide an explanation, except when foreseen by applicable regulations.

The Bank has the right not to accept the conclusion of a contract and/or the provision of financial services to a Client. The Bank has the right to suspend the possibility of using certain services and/or products without the consent of a Client in accordance with the regulations from the field of prevention of money laundering and terrorism financing, as well as other regulations.

The Bank is authorized to dispose of the funds on the accounts of a Client, without his special written consent or order, during a procedure of compulsory collection, for the purpose of payment according to a final and enforceable judicial decision, and decisions from other state authorities, as well as in other cases foreseen by applicable regulations.

The Bank has the right to debit all accounts of the Client, regardless of the currency of those accounts, in order to fully settle the claims it has towards that Client and related expenses, in accordance with the Fee Schedule, with the application of the valid purchase exchange rate of the NBS for a foreign currency on the day the account is debited.

The Bank has the right to block the possibility of using services and/or products, in part or in whole, without the consent of the Client, for reasons of prevention of money laundering and terrorism financing or obligations defined by other valid regulations, as well as in accordance with the Bank's valid acts.

Bank data on the Client that pertain to address, telephone numbers, fax and telefax devices, email address and other data for establishing contact, which the Client submitted to the Bank during the establishment or during the term of business cooperation, can be used to notify the Client about its activities, products and services, in the form of brochures, prospectuses, electronic messages, as well as all other means of business communication and business presentation. The Client can inform the Bank, in writing, of his wish not to have his data used for the purpose foreseen by this paragraph. After receiving the notification, the Bank will stop processing the user's data for the aforementioned purposes.

The Bank can make a change to its database, related to the Client, solely on the basis of information obtained from official registers, the authenticity of which it has no reason to doubt.

The Bank does not assume obligations and responsibilities other than those defined by these General Terms, except when this has been foreseen by the Bank’s valid acts, *i.e.*, if agreed in writing between the Bank and the Client.

The Bank is required to act according to written instructions received from the Client, which relate to opening, maintaining and closing deposit accounts, if they are in accordance with applicable regulations, as well as with the Bank’s acts.

In order to inform Clients as fully as possible and in accordance with the principle of business transparency, the Bank highlights, in a visible place within its business premises, the General Terms, Fee Schedule, a valid exchange rate list, an Overview of services and fees associated with the payment account, as well as all other information that is important for a business relationship between the Bank and the Client.

The Bank is required to display a prominent notice on the value of the contracted variable elements of the interest rate, which have been officially published (e.g., reference interest rate, consumer price index, *etc*.) within the business premises where it offers services to Clients, as well as on the Internet.

Communication between the Client and the Bank is carried out through the address of the Client specified in the contract, *i.e.*, phone numbers (by calling or sending text messages) and email addresses provided by the Client to the Bank, through informative and advertising material available at the Bank's counters, the Bank's internet presentation, direct verbal communication and direct written communication, as well as through other electronic forms of communication. Oral communication can be carried out by the Client within the Bank's business premises or by telephone.

The Bank is required to inform the Client about its activities and products in a clear, comprehensible, and unambiguous manner. The notice must not contain information that may create a false impression of the conditions under which the Client uses the Bank's services and products.

# BUSINESS COMMUNICATION WITH THE CLIENT

In the event that this document or regulations establish the Bank's obligation to provide the Client with certain information by delivery, the Bank will deliver it in a way that does not require additional activities of the Client (*e.g.*, by post, e-mail or text message). Written correspondence between the Bank and the Client will be sent to the last registered address/email/phone number of the Client provided to the Bank.

When the Bank's obligation to provide the Client with certain information so as to make it available to him is established, the Bank does so by displaying it at counters within the Bank's premises and/or by posting it on the Bank's Internet portal.

The Bank will provide information during the pre-contractual phase by electronic means, whenever there are conditions for the same and, if necessary, by telephone. The Bank will deliver to the legal entity only the information prescribed by current provisions of regulations in effect in the Republic of Serbia.

The Bank will deliver to the Client all written notices (notifications, information, *etc*.) related to the contractual relationship and the performance of mutual obligations arising from or on the occasion of the contractual relationship, as well as any notifications about the due date of the Client's obligations and unilateral cancellation/termination of the contractual relationship in any of the ways listed below:

* by post;
* through persons registered to perform delivery services;
* by electronic means (by electronic mail or by means of electronic applications that meet the conditions stipulated by applicable regulations);
* by direct delivery - receipt at the Bank's branch offices;
* text message;
* through e-banking.

If the provisions of applicable regulations regarding specific notification/delivery of information to the Client foresee a method of sending such a notification, the Bank will act in accordance with those provisions.

All written documents delivered by the Bank to the Client:

* through the post office or through persons registered to perform delivery tasks will be considered duly delivered on the next working day from the day of delivery to the post office for sending to the address last notified to the Bank by the Client;
* electronically and by text message will be considered delivered if they are sent to the e-mail address/cellular number/e-banking last reported to the Bank by the Client;
* immediate handover shall be deemed to have been delivered to the Client at the time of delivery (actual handover/receipt).

The Bank will keep the proof of delivery in the appropriate format/form.

## Grounds for exclusion of the Bank's liability

The Bank is not liable for damage in the following cases:

* + - if damage occurs as a result of force majeure, war, state of emergency, strike, *etc*. or due to circumstances beyond its control;
    - if the damage occurred as a result of actions taken by relevant state authorities in the country or abroad, or as a result of disruption in the Bank's operations, which it could not foresee, prevent or avoid;
    - if the damage was caused by the Client's business moves made on the basis of oral or written communication with the Bank in which the unconditional obligation of the Bank was not specified;
    - if the damage was caused by the Client's non-compliance with laws and by-laws;
    - if the damage occurs as a result of actions taken by the Client in violation of these General Terms and Conditions, the contract concluded with the Bank, the Bank's order/instruction, *etc.*;
    - if the damage occurred as a result of the Bank assuming actions in accordance with current statutory regulations;
    - if the damage was caused by material (qualitative and quantitative) and legal defects in the goods/services whose purchase was being credited;
    - caused to the Client or a third party which is the result of wrong and/or unclear and/or otherwise imprecise instructions (*e.g.* wrong account number, *etc.*) received from the Client and/or third authorized parties.

## Banking secret/Trade secret

Banking secrets are data known to the Bank, and they refer to personal data, financial status and transactions of Clients, as well as ownership or business relationships of the Client of this or another bank, data on balance and transactions on individual deposit accounts, as well as other data which the Bank arrives at doing the regular course of business with the Client.

A banking secret is not public data and data that are available, from other sources, to interested parties with a justified interest, consolidated data on the basis of which the individual identity of the Client is not disclosed, data on the Bank's shareholders and the amount of their participation in the Bank's share capital, neither is data on other persons with participation in the Bank and data on that participation, regardless of whether they are Clients of the Bank, as well as data related to the regularity in the fulfillment of obligations of the Client towards the Bank.

The Bank may disclose personal data of the Client, data on receivables and liabilities, balance and off-balance sheet balances, as well as other data submitted by the Client, to the regulatory bodies and state authorities to which the Bank is required to submit data in accordance with applicable regulations, the Credit Bureau of the Association of Serbian Banks, the Chamber of Commerce of Serbia - Forum for the prevention of abuses in credit operations, Forum for the prevention of abuses of payment cards, Forum for the Prevention of Abuses in Payment Transactions, other banks, shareholders, the Bank’s management bodies and employees, persons with whom the Bank has concluded contracts on business cooperation and contracts regulating the handling of confidential data, which are necessary for the implementation of the business relationship, or are related to the business relationship between the Bank and the Client, persons who, due to the nature of the work they perform, need access to such data (*e.g*., external auditors, persons responsible for the collection of the Bank's claims, *etc.*), that is, insurance companies with whom the Bank, in its capacity as an insurance policyholder, contracts the user’s insurance in connection with the Bank's product, for which the Client has submitted a request.

Employees of the Bank, members of the Bank's bodies, as well as the Bank's external auditor and other persons who, due to the nature of the work they perform, have access to the data from the previous paragraph, who are required to keep this data and cannot communicate it to third parties, nor use it contrary to the interests of the Bank and its clients, neither in such a way that they or third parties gain material benefit from it, nor may access to that data be given to third parties. For these persons, the obligation to keep trade secrets does not end even after the termination of the status on the basis of which they gained access to that data.

The Bank may disclose data on the Client that are considered banking secrets to third parties only with the written approval of the respective Client, unless otherwise prescribed by law.

The Bank is not required to keep a banking secret if the data is communicated:

* based on a decision or request issued by a relevant court,
* for the needs of the ministry responsible for internal affairs, the authority responsible for the fight against organized crime

and the authority responsible for preventing money laundering and terrorism financing,

* in accordance with regulations, in connection with property proceedings and based on a request issued by property guardians or consular representations of foreign countries after submitting written documents proving the justified interest of these persons,
* in connection with the execution of the relevant authority over the Clients’ assets,
* to the regulatory bodies in the Republic of Serbia, for the purpose of carrying out tasks within their jurisdiction,
* entities established by the banks for the purpose of collecting data on the total amount, type and timeliness in fulfilling the obligations of natural persons and legal entities,
* the relevant authority in connection with the exercise of control over operations, the execution of payment transactions on behalf of legal entities and proprietors, in accordance with regulations governing the provision of payment services,
* towards the tax administration in accordance with regulations that govern the affairs under its jurisdiction, with the aim of exchanging data with the tax authorities of other countries on the basis of concluded bilateral agreements,
* to the authority in charge of foreign exchange transactions,
* at the request of a deposit insurance organization in accordance with the law governing deposit insurance,
* to a foreign regulatory body under the conditions stipulated in the cooperation agreement concluded between that body and the

National Bank of Serbia.

Exceptionally, the Bank has the right to disclose information representing banking secrets to an investigating judge, public prosecutor, and the courts, *i.e.*, other bodies that exercise public powers exclusively for the protection of their rights, in accordance with the law.

The Client agrees that the Bank can, through the Chamber of Commerce of Serbia - Forum for the Prevention of Abuses in Credit Operations and through the Association of Serbian Banks - Credit Bureau, check the data and information submitted by the Client to the Bank, which are necessary for making a decision on placement approval.

## Personal data protection

The Bank, in accordance with the regulations governing the protection of personal data, banking operations, prevention of money laundering and terrorism financing, and other valid regulations, processes and uses the personal data of Clients.

The Bank collects and processes personal data within the databases it creates, which are in the function of performing business activities with the existence of an appropriate legal basis:

* + - Processing for the purpose of fulfilling obligations from the contractual relationship, *i.e.*, preparing the conclusion of the contract;
    - Processing based on the fulfillment of the Bank's obligations;
    - Processing based on the informed consent of the person whose data is being processed, with prior notification of the person whose data is being processed about all important aspects of the processing;
    - Processing for the legitimate interest of the Bank and the legitimate interest of third parties.

The Bank informs the Client of all relevant information related to the processing of personal data through the General information on the processing of personal data available on the Internet presentation https[://www.altabanka.rs](http://www.altabanka.rs/) and the Bank’s branch offices.

In accordance with the Law on Personal Data Protection, the Bank assumes technical, personnel and organizational measures to protect personal data, in accordance with established standards and procedures, in order to protect data from loss, destruction, unauthorized access, change, publication and any other misuse.

In accordance with the Client's consent, the Bank can download a report from the Credit Bureau on his existing obligations

towards other creditors, and submit to the Credit Bureau data regarding the business relationship with the Bank, as well as about possible non-compliance with the contracted deadlines.

If there is a need for a new report from the Credit Bureau for the same product, it will be considered that the Bank can obtain it based on the initial consent of the Client, without obtaining new consent from the Client. The Client can withdraw the given consent through any bank, of which he is required to notify the Bank in writing. The data obtained from the Credit Bureau report is one of the necessary elements for assessing the Client's creditworthiness.

# RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT

## Right to object

The Client who uses the services provided by the Bank on the basis of loan agreements and deposit agreements, safe deposit box agreements and agreements related to foreign currency, foreign currency and exchange transactions, agreements on the issuance of bonds, sureties and other guarantees, as well as other services provided by the Bank in accordance with the law, with the exception of payment services provided by the Bank in terms of the Law on Payment Services, may file a complaint within 60 days from the day when he found out that his rights or interests have been violated, and no later than 3 years from the date when the violation was committed, in written form - at the Bank's business premises, by post, via the Bank's Internet presentation, *i.e.*, the appropriate form on the home page of the Bank's Internet presentation or by e-mail to the address [prigovori@altabanka.rs.](mailto:prigovori@altabanka.rs)

The Client has the right to object to the work of the Bank if he believes that it does not comply with the provisions of the law, general terms and conditions, good business practices and contractual obligations.

The complaint should contain the data of the Client from which his identity and relationship with the Bank can be undoubtedly determined, as well as the reasons for submitting the complaint. If the Client submits a complaint via an attorney-in-fact, a special power of attorney will also be submitted according to which the Client authorizes the attorney-in-fact to submit a complaint to the Bank, on his behalf and for his account, and to assume actions during the procedure based on that complaint, and by which he authorizes that this data, which refer to him, be made available to that attorney-in-fact, and which are considered banking secrets in terms of the law governing banks, *i.e.,* trade secrets in terms of the law governing payment services.

The Bank will carefully consider the allegations from the received complaint and provide the Client with a written answer no later than 15 days from the date of receipt of the complaint, in such a manner that the answer is complete, understandable to the Client, refers to the subject of the complaint and contains an assessment of the merits of the complaint, exceptionally if there are reasons that do not depend on the will of the Bank, that deadline can be extended by a maximum of 15 days, of which the Bank will notify the applicant in writing within 15 days from the day of receiving the complaint.

The Bank does not charge the Client - the complainant a fee, or any other related costs for handling the complaint.

## Right to judicial protection

If the Client has objections to the Bank's operations in terms of compliance with and execution of legal and contractual obligations, he will try to resolve the contentious issue in agreement with the Bank, failing which he can seek protection of his rights before the court of jurisdiction in Belgrade.

## Obligations and responsibilities of the Client

The Client is required to read these General Terms, provisions of the contract and/or potential annex, before concluding a contract with the Bank.

The Bank's Clients are required to notify the Bank of status and other changes that are registered with the Business Registers Agency or other relevant authority within three days from the day of receiving the decision on the registration of that change. The Bank bears no liability for any damage that may occur due to the Client's failure to timely notify the Bank of any change related to the status of his account, as well as the limitation, cancellation, or modification of authorizations. The Bank can make a change to its database, related to the Client, solely on the basis of information obtained from official registers, the authenticity of which it has no reason to doubt.

The consequences of non-fulfillment of obligations under this point shall be borne by the Client.

For the term of the business relationship with the Bank, the Client is required, on any basis, in accordance with the contract or at the written request of the Bank, to submit to the Bank additional data and documentation that are of importance or may have an impact on the business relationship, within a contractually established or by memo delivered deadline.

The Client is required to submit to the Bank all documentation prescribed by applicable regulations and acts of the Bank, when establishing a business relationship with the Bank. When establishing and for the term of the business relationship, the Client is required to provide the Bank with true and reliable documentation, data and statements prescribed by law, the contract, and these General Terms.

Documentation that the Client submits to the Bank, if not otherwise foreseen by the contract, the Bank’s acts and valid regulations, shall be submitted:

* in the original, or in a photocopy, with or without certification by the relevant authority confirming that the photocopy is faithful to the original, depending on the submitted document;
* with a certified translation into Serbian, made by an authorized court interpreter (for documents and notices in a foreign language);
* in case of a foreign document, with an "APOSTILLE" certification, or other confirmation of legality, if the same is necessary depending on the country of origin of the delivered document.

Upon request and within the deadlines set by the Bank, the Client is required to periodically update the documentation submitted to the Bank so that the Bank can implement measures aimed at knowing and monitoring the Client, in accordance with the provisions of regulations governing the prevention of money laundering and terrorism financing. If it is not able to carry out the activities aimed at knowing and monitoring the party prescribed by law, the Bank will be required to refuse the execution of the transaction and/or to terminate the business relationship with the Client. If the Client changes the data on the email address or phone number, and does not immediately inform the Bank about this change, the date of delivery is taken as the day when the Bank first attempted delivery based on the last contact information that the Client submitted to the Bank. If the Client does not want or is unable to have the notification delivered to him in another manner, the Bank will deliver the notification to the Bank's counter, and the Client is required to collect the notification personally in the manner specified in this paragraph. The notification delivered in this manner is considered duly delivered.

Orders submitted by the Client to the Bank must be clear and unambiguous, given in writing or in another agreed manner, in accordance with the applicable regulations and acts of the Bank.

The Client is liable for damage caused by the Client's unclear and ambiguous orders.

If the Bank considers that it is unable to execute the order within a reasonable time, it will inform the Client about this without delay.

If, in accordance with the contractual relationship, the Client does not receive documents from the Bank within the stipulated period, he is required to inform the Bank of the same. The Bank is not liable for damage that may occur due to the absence of its document, if it was not notified about the absence promptly, or if the delay was caused by reasons beyond the Bank's control.

# COLLATERAL

In order to secure claims on the basis of an approved placement, the Bank contracts collateral: blank bills of exchange with a "no protest" clause and an endorsement letter.

In addition to the above, the Bank can also contract other means of securing collection, such as sureties from other legal entities, a debt accession agreement with another legal entity, guarantees of natural persons with personal blank promissory note with a

no "protest" clause and authorization for filling out and collection, mortgage on immovable property, pledge on movable property, stakes, shares and rights, special time deposit, guarantee of another bank, guaranteed bill of exchange from another legal entity, insurance policies (Casco, property or life) endorsed in favor of the Bank, as well as other means of collateral acceptable to the Bank, which can be used to guarantee the orderly settlement of obligations.

The Bank has the right to ask the Client to supplement or replace the means of payment and security for the collection of claims submitted to the Bank or constituted in favor of the Bank under a specific contract within a certain period, if during the term of the contract the funds submitted become inadequate, *i.e*., insufficient to ensure the payment of the Bank's claims.

In the event that the Client does not comply with the Bank's request from the previous paragraph within the deadline, the Bank has the right to declare the claim in question due and enforce its collection, as well as to activate all available collateral submitted to the Bank on this basis.

The costs of delivering/creating collateral are borne by the Client.

# CONTRACTUAL RELATIONSHIP BETWEEN THE CLIENT AND THE BANK

## Contract between the Client and the Bank

The Bank concludes a contract with the Client, in written form, which determines the terms of use for the approved product.

During the process of amending or supplementing the contract, the Bank will act in accordance with regulations, in the spirit of good business practices, respecting the principles of conscientiousness, honesty and equal value of giving, valuing and comparing the conditions that the contracting parties valued when concluding the contract, all with the aim that, as a result of the amended conditions, damage to each contracting party will be avoided.

## Termination of the business relationship by termination of the contract

The Client and the Bank may terminate the mutual business relationship at any time, unless otherwise agreed in the contract, *i.e.*, prescribed by law or other regulation.

Termination of the contract is done by agreement or unilaterally, by a statement of one of the contracting parties, in the manner foreseen herein General Terms, under the terms of the contractual relationship between the Bank and the Client.

## Termination of the contract by agreement between the Bank and the Client

The Bank and the Client can mutually terminate the contractual relationship in writing, by concluding an annex or a separate contract, protocol or agreement that will irrevocably agree on the termination and regulate mutual relations in connection with the contract that is being terminated, in such a way that there are no contested issued between the contractual parties.

## The right of the Client to terminate the contract and early repayment of the loan obligations

Unless otherwise agreed, the Client has the right to terminate the contract and return the loan, in full, before the maturity date, provided that he informs the Bank of this intention in writing, within the agreed period before early repayment, with the payment of the fee in the contracted amount, and the Bank will calculate and attribute the interest for the time from the day of the last calculation to the day of early repayment.

## Termination and/or cancellation of the contract and/or declaration of receivables due by unilateral declaration of the Bank

The Bank may at any time unilaterally terminate and/or cancel the contract with the Client and/or declare the receivables due, in the following cases:

* + - if the Client does not comply with any of the provided binding declarations or guarantees from the contract;
    - if he does not properly settle all obligations under the loan/guarantee.
    - if liquidation proceedings, previous bankruptcy proceedings, bankruptcy proceedings or similar proceedings are initiated and/or threatened to be initiated against the Client;
    - if, in the Bank's opinion, there is a significant negative change in the Client's financial state;
    - if the Client does not use, in whole or in part, in accordance with the purpose of placement;
    - if the Client violates any provision of this contract and especially if the Client violates the assumed obligation or one of the obligations in connection with collateral;
    - if the Client does not fulfill his obligations towards other banks or other financial institutions, if this

results in the premature maturity of such obligations;

* + - if it is determined that the documentation submitted by the Client to the Bank, which was important for

placement approval, was incomplete, out of date, partially or completely untrue or legally invalid;

* + - if a judgment has been passed or any act, the execution of which significantly threatens the financial condition of the Client;
    - if enforcement proceedings have been initiated over the Client's property or the Bank is aware that it will be initiated;
    - if the performance of obligations from this contract became contrary to legal regulations;
    - if the Client provided the Bank with incomplete, incorrect, or untrue data and information that was important for

approval of the placement or are important for the possibility of repaying the placement;

* + - if it is determined that the Client is on an official terrorist list, in accordance with local and international regulations, which refer to the prevention of money laundering and terrorism financing;
    - that the representative of the legal entity/owner is legally convicted of the criminal offense of fraud, corruption, organized crime;
    - if the request for registration of a lien - mortgage/pledge on movable property and rights is rejected for some reason, and the Client does not remove the resulting circumstance, *i.e.*, if he does not register a lien - mortgage, lien on movable property, rights in the prescribed manner in the subsequent period foreseen by this contract, as well as in the case if, after registration of the lien, it is determined that the registered lien has a later order of priority than the one foreseen by this contract;
    - if it becomes known that during the term of this business relationship, the Client has been in a continuous account blockade for at least 3 (three) days;
    - if the Bank becomes aware of circumstances that, in its opinion, could call into question the settlement of claims under this contract (non-payment of public duties, adopted temporary measures at the proposal of third parties and the like);
    - if he does not provide the Bank with the data and documentation necessary for knowing and monitoring the Client in accordance with current regulations on prevention of money laundering and terrorism financing;
    - in other cases stipulated by the individual contract, applicable law and acts of the Bank.

The Bank notifies the Client in writing, by registered mail, of the termination or cancellation of the contract and/or the declaration of the claim as due, by sending the written notice to the Client's address, which is specified in the contract, *i.e.*, to the address that the Client subsequently informed the Bank about and documented it. Termination or cancellation of the contractual relationship takes effect on the day of receipt of the written notification of receipt of the shipment by the Client.

The contract will be considered terminated or canceled if the Client did not receive a notice of termination or cancellation because he changed his registered office address and/or mailing address, and did not notify the Bank of the change in time, or if he avoids receiving a notice of termination or cancellation, *i.e.*, if the Bank fails to deliver the notification by registered mail to the last address provided by the Client, with the proviso that, in that case, the date of termination or cancellation will be taken as the day when the postal authority, or another legal entity specialized in the delivery of registered mail, confirmed that an attempt was made to deliver a notice of termination or cancellation of the contract.

After the termination or cancellation of the business relationship and collection of the entire claim, the Bank will make available to the Client his remaining assets and collateral, which are with the Bank and on which the Bank has a registered pledge, and which result from the terminated business relationship.

## Revocation of further placement use

Unless otherwise agreed with the Client, the Bank may cancel the unused amount of the framework for approving individual products to the Client, as well as products based on the revolving principle, unconditionally and without notice (revoke further use), by delivering a notification to the Client through the communication channel provided for in these General Terms and the contract concluded with the Client. Unused amount under the framework agreement, *i.e.*, the product based on the revolving principle, can be used only if it does not cause the Bank's exposure limit to the Client to be exceeded in accordance with the regulation regulating bank risk management.

## Fulfillment of obligations

If the Client or a third party, in accordance with the contract and statutory regulations, fulfills the contractual obligation, the obligation ceases to exist. Upon the termination of the main obligation, the surety, pledge, and other secondary rights are extinguished.

The Bank is required to return the unused collateral to the Client, *i.e.*, a third party (such as a pledge debtor, guarantor, etc.), after full settlement of the Client's obligations to the Bank under a specific contract, or issue a deletion if the lien is registered in the appropriate register. If, after 3 months from the settlement of the obligation, the Client does not respond to the Bank's call to take over the promissory notes given as collateral, the Bank may destroy them itself.

The Bank is required to inform the Client, or a third party as a provider of collateral, in writing that the Client has settled all its obligations towards it under the subject contract - within 30 days from the day of settlement of those obligations. The notice in question contains information about the contract according to which the obligations towards the Bank have been settled, the amount of the settled obligations, the signature of the responsible person and the seal of the Bank.

## Declaring the obligations due

In case of termination and/or cancellation of a contract and independent of that, all obligations of the Client under the contract (together with the associated interest and other secondary claims) are considered due on the date of termination or cancellation or declaration as due.

The Client assumes the obligation to settle the due claim of the Bank immediately upon receipt of the notice of termination, cancellation, or declaration of maturity.

In the event of termination or cancellation of the contract or declaration of maturity of obligations, the Bank may activate the delivered security instruments, in order to settle the entire claim under the contract.

The Client agrees and by his signature on this contract authorizes the Bank to use all the funds on his accounts with the Bank for the purpose of collecting claims. In the event that there are no funds on the Client's RSD accounts, the Bank can purchase and convert the appropriate FX amount from the Client's FX accounts with the Bank, at the purchase rate of the National Bank of Serbia on the day of the purchase and transfer the funds to the Client's current account, on the same day, in order to collect due claims from of this contract.

# BANKING OPERATIONS

The Bank provides banking services and products to legal entities on the basis of these General Terms, acts of the Bank's business policy and other acts, decisions issued by relevant bodies of the Bank, and the concluded contract on the establishment of a specific business relationship, in accordance with applicable regulations.

Clients, legal entities, entering into a business relationship with the Bank may contract the following basic types of legal transactions:

### Deposits

A deposit is defined as dinar or foreign currency funds that legal entities deposit with the Bank on the basis of an agreement, a request for the deposit of funds, or on the basis of the obligation established by applicable regulations.

According to the currency, deposit in RSD, deposit in RSD indexed in a currency or an FX deposit;

According to the maturity deadline, demand deposits or time deposits; According to purpose, dedicated or non-dedicated deposit.

The conditions and manner of receiving deposits, as well as the rights and obligations of the contractual parties, in addition to the aforementioned bases, are regulated by the contract, the exchange of SWIFT messages and the like.

The Bank can determine the minimum amount of the time deposit, the interest rate, term periods and other terms of the deposit.

Currency-indexed RSD deposits are reported and maintained in dinars at the middle exchange rate of the National Bank of Serbia.

The Bank pays interest to the legal entity that deposits the funds in accordance with the concluded agreement, *i.e.*, in accordance with its acts regulating the interest rate.

Interest can be calculated using the compound interest or pro-rata method and will be precisely defined in each contract concluded with a legal entity. Interest on deposits is expressed on an annual basis.

The interest rate on the deposit can be fixed or variable. The variable reference element, as part of the variable interest rate, can be the reference interest rate of the NBS, Euribor, Belibor and is officially published.

The Client - a legal entity can dispose of the time deposit upon the expiration of the term or before the expiration of the term, but in accordance with the manner foreseen by the concluded agreement.

The Client-legal entity may not dispose of the dedicated time deposit, deposited to secure a placement of the Bank, until the Bank's total claims for that placement are settled, unless otherwise foreseen by the agreement concluded between the Client and the Bank.

The Bank insures deposits of legal entities at the Deposit Insurance Agency in accordance with the Law on Insurance Deposit.

### Foreign exchange and money market operations

The Bank executes orders for the purchase and sale of foreign currency assets of clients, legal entities, in accordance with current regulations.

### Placements

The Bank approves all types of on-balance sheet and off-balance sheet placements, which can be:

* + - According to maturity: short-term or long-term;
    - According to the purpose: dedicated or non-dedicated;
    - According to type: loans, approved account overdraft, guarantees, letters of credit, purchase of receivables (factoring), discounted bill of exchange,

endorsement or other forms of guarantee;

* + - According to currencies: RSD, FX, or RSD-indexed currency.

The Bank approves placements in accordance with its balance sheet capabilities and in accordance with the creditworthiness of the legal entity. The type of placement, maturity and amount are determined by the Bank's Credit Policy, procedures, instructions, and other acts of the Bank.

## Approved account overdraft

The Bank may approve an account overdraft.

The Bank can grant a permitted account overdraft to clients who meet the conditions, in which case the Bank and the Client conclude an Agreement on Approved Account Overdraft.

The decision on the application for the approved account overdraft is made after the application has been submitted and the necessary documentation have been submitted in accordance with the creditworthiness of the legal entity.

## Loans

At the request of a legal entity, the Bank approves:

* + Long-term and short-term loans with the possibility of contracting a grace period and repayment in monthly, quarterly, by-annual, annual regular or irregular installments/annuities, or one-off or successive (revolving) repayment,
  + Approved account overdraft.

FX loans are charged from the realized foreign exchange inflow, loans in RSD indexed in FX are charged from the realized FX inflow or in RSD, with the application of the contracted exchange rate for all obligations arising from the loan agreement.

In accordance with the concluded agreements, the Bank may charge a one-off fee for disbursing the loan and extending the term of the loan, as well as other fees in accordance with a valid Service Fee Schedule decision, *i.e.*, concluded agreement.

If the loan is indexed in the EUR, it is disbursed according to the contracted exchange rate for the RSD on the day of loan disbursement. The loan is repaid in RSD countervalue with the application of the contracted exchange rate.

The interest rate can be fixed or variable. A variable reference element, as part of the variable interest rate, can be: the reference interest rate of the NBS, Euribor, Belibor, an increase in consumer prices achieved in the Republic of Serbia during the previous month as published by relevant institutions.

FX loans are collected from the realized foreign exchange inflow, loans in RSD indexed in an FX are collected from the realized FX inflow or in RSD with the application of the contracted exchange rate for all obligations arising from the loan agreement, on the day of payment.

During the use of the loan, the Bank can change the interest rate with the consent of the legal entity and the conclusion of an annex to the loan agreement.

Placement based on the revolving principle is a placement that allows the Client to use, a once approved amount, within a specific period of time, several times in the amount of the unused or returned funds, with the annotation that the unused part of the placement will be increased by the amount of repayments for that placement.

The Bank has the right to control the intended use of the funds it has approved to the Client, and the regularity in the implementation of other contractual obligations of the Client, in the manner and according to the procedure established by applicable regulations and the agreement concluded with the Client.

## Guarantees

The bank issues the following types of dinar and foreign currency guarantees:

* + payable guarantees to guarantee the payment of obligations, which can be used: for ensuring the payment of costs in accordance with a customs procedure, for the orderly repayment of loans and interest, for the orderly repayment of obligations to suppliers, other guarantees.
  + performance guarantees, which can be used for: the return of advances, for performance, maintenance,

for participation in auctions based on a public call, other guarantees.

At the request of the Client, the Bank can issue a letter of intent regarding a import guarantee which can binding or non-binding.

According to export guarantees, the Bank can: perform notification without obligations, forward guarantee letters, confirm without coverage (collateral) and with coverage, modification of guarantee conditions, collection of documents, and others.

The Bank, depending on the type and term of the validity of guarantees, charges a one-off fee for the approval of guarantees, as well as other fees stipulated in the contract concluded with the Client and in accordance with the Service Fee Schedule.

The Bank calculates and collects interest from the legal entity on all contracted, and within the due date, unpaid obligations arising from the contract on issuing a guarantee, in accordance with the contract concluded with the Client.

## Letters of credit

At the request of the Client, the Bank provides the servicing of letters of credit: import (for payment) or export (for collection) from abroad. The contracted payment instrument in a foreign trade transaction is a safe way of payment/collection for both participants in the business, *i.e.*, for both the buyer and the seller of the goods.

Depending on the type of letter of credit (transferable, non-transferable, revocable, irrevocable, standby, with cover, without coverage, payable on demand, or with a delayed payment term, *etc.*), as well as the conditions for the letter of credit, the Bank can conclude an agreement on the manner and conditions for servicing the letter of credit.

## Receivables redemption

The Bank purchases receivables and discounted bill of exchange, with and without the right of recourse.

The contract on receivables redemption and discounted bill of exchange determines the amount of receivables that the Bank redeems, *i.e.*, bills of exchange it is discounting, deadlines for collection of receivables, amount of discount, collateral, and method of collecting receivables, in the event that the debtor does not pay the obligation in accordance with the due date of the receivable or bill of exchange.

## Endorsement and other forms of guarantee

The Bank carries out the endorsement of bills of exchange:

* + based on the turnover of goods and services; the endorsement and acceptance of bills of exchange whose basis are monetary transactions;
  + the endorsement of bills of exchange for participation in auctions; the endorsement of bills of exchange for performance and the like.

## Business cards

The Bank can grant Visa and DinaCard Business, Charge cards, as well as DinaCard business debit cards to its Client, upon request.

The DinaCard business debit card is used to perform transactions at all places that have clearly indicated that they accept this type of card. The Client may have several additional cards issued for an account opened at the Bank. A Client can pay with a DinaCard business debit card up to the amount of funds available on the account linked to the business debit card.

A credit card (Visa Business Charge or DinaCard Business Charge) is an instrument for carrying out transactions up to the approved limit. The card is a charge type card that has a maturity of 100% of the consumption from the previous month. The client can make payments, with this type of card, at all places that have a mark of acceptance of a certain brand of cards. It is not possible to withdraw cash from the Bank’s ATMs in Serbia or abroad with a credit card. The calculation of due obligations, interest, and fees, is done on the first working day of the month for the previous month. Payment of due obligations by the client is made monthly, on the eighth day from the day of calculation, in the amount of the entire due receivable.

Manner and procedure for payment card transactions is regulated by the contract concluded between the user and the Bank, the Bank's acts, and these General Terms.

## Other placements

Depending on the assessment of creditworthiness and with the aim of more efficient work, the Bank can grant Client framework lines in which the maximum exposure to the Client will be defined on all grounds (loans, guarantees, receivables redemption, *etc.*), regarding which a separate contract will be concluded.

The framework agreement may include several placements, which the Bank, depending on the agreed conditions, may let the Client use only on the basis of a special request in which the elements of the placement are specified or on the basis of the conclusion of a separate contract, whereby such requests of the Client or special contracts are an integral part of the framework agreement.

### Safe deposit boxes

The Bank issues safe deposit boxes to Clients for keeping valuables, numismatic and philatelic collections, spare keys, securities, documents, art pictures, *etc*. The safe deposit box rental fee is paid in advance for the contracted rental period and depends on the size of the safe deposit box and the rental period.

The Client - the user of the safe deposit box, concludes a special contract with the Bank on the rental of the safe deposit box, with detailed terms of use. The contract is concluded for a specific period, which cannot be shorter than one month.

The safe deposit box can only be operated by the Client - user of the safe deposit box and persons authorized by the same.

The authorization to use the safe deposit box is given in writing in the presence of an employee who works on issuing safe deposit boxes. The authorized person is also authorized to extend the safe deposit box agreement. A person authorized to use the safe deposit box may not terminate the agreement on renting the safe deposit box, unless he has a special power of attorney certified by a relevant certification body.

The power of attorney can also be given through the court, through the embassy and/or consulate of the Republic of Serbia abroad, or through other relevant authorities in the country or abroad (notary public, etc.).

Each safe deposit box is equipped with a double lock. There are two different keys for using the safe deposit box, one for the Client and one for the Bank. The Bank guarantees the inviolability of the safe deposit box. An employee of the Bank cannot access the safe deposit box of the Client with his key, nor is it possible for a third party to open the safe deposit box. In case of loss or destruction of a key, the Client is required to notify the Bank immediately, in order to replace the lock.

Items are not permitted in the safe deposit box, if:

* they are items that are self-igniting, subject to explosion, failure, or disintegration,
* they are items that pose a threat to the security of the Bank,
* they are items that may threaten the safety of other safe deposit boxes, weapons,  
  nor anything else that may endanger the safety of the people in charge of them or that may damage the safe deposit box and/or safe deposit boxes of other clients.

In the room where the safe deposit boxes are located, the user of the Bank's financial services, the user of the safe deposit box/authorized person, may stay only as long as it takes to open the safe deposit box, take out or enter the contents of the safe deposit box, as well as close the safe deposit box.

The Client of the Bank - the user of the safe deposit box, is required to empty the safe deposit box and hand over the key and the safe deposit box in good condition, or to renew the lease, no later than the end of the agreed term. If the user of the safe deposit box returns the key after the contracted term, he is required to pay the fee for using the safe deposit box after the expiry of that term.

# OTHER BANKING OPERATIONS

The Bank also performs the following tasks: foreign exchange operations, operations related to POS terminals, money transfer operations, insurance representation operations, servicing of claims from the country, *i.e.*, servicing of claims of domestic economic entities from foreign debtors in accordance with the mandates received from creditors and others, special business arrangements, providing consulting service to legal entities, as well as other tasks in accordance with valid regulations and contracts concluded with Clients.

# INTEREST AND FEES

The Bank contracts, calculates and charges interest on placements in accordance with the contract concluded with the Client. The loan interest rate is expressed on an annual, monthly, or daily basis.

Interest is calculated using the compound interest or pro-rata method. The interest rate can be calculated according to the decursive or anticipatory method.

The Bank regulates the type of interest rate, which can be fixed or variable, in the contract concluded with the Client.

The Bank charges statutory default interest from the moment of maturity, *i.e.,* the contracted interest rate, if it is higher than the statutory default interest rate.

If the Client does not pay the accrued interest within the contracted term, the Bank will charge interest on the amount of unpaid interest on due, unpaid claims, starting from the first day after the end of the period for which the calculation was made.

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

The contract between the Client and the Bank determines the amount of fees, the method, and deadlines for the collection of fees defined in the contract.

The Bank reserves the right to change the contracted fee, in accordance with the concluded contract between the Bank and the Client. The Bank will inform the Client about the fee change before its implementation through the communication channel, in the manner defined by the contract and these General Terms.

# ASSIGNMENT OF CLAIMS

The Bank may, under the conditions established by regulations, assign its claims from the Client to third parties, about which the Client and third parties participating in the placement (joint sureties, pledge debtors and others) will be informed in accordance with the law.

# APPLICATION OF LAW AND DISPUTE RESOLUTION

Interpretation of contracts and other legal relationships, as well as resolution of disputes between the Bank and the Client will be performed in accordance with the laws and other regulations of the Republic of Serbia, unless otherwise agreed.

For the resolution of potential disputes between the Bank and the Client, the court of jurisdiction is one of actual and local jurisdiction, unless contracted otherwise.

# APPLICATION OF ETHICAL AND ENVIRONMENTAL PRINCIPLES IN THE BANK’S OPERATIONS

In its operations, the Bank adheres to ethical principles and environmental norms, in accordance with the applicable regulations and acts of the Bank.

When deciding on the Client's request, the Bank will be guided by, among other things, by the assessment of the degree of environmental risks and the assessment of the social usefulness, *i.e.*, the harmfulness of the Client's activity that is being financed.

# TRANSITIONAL PROVISIONS

These General Terms and Conditions for Legal Entities at ALTA banka a.d. Beograd will apply as of March 20, 2023.

On the day of application of these General Terms and Conditions for Legal Entities at ALTA banka a.d. Beograd the General Terms and Conditions for Legal Entities at ALTA banka a.d. Beograd from March 25, 2022 effective as of June 15, 2022 shall cease to apply.