

Pursuant to Article 88 of the Law on Banks ("Official Gazette of Montenegro", No. 17/08, 44/10, 40/11) and Article 94 point 2 of the Statute of Prva banka Crne Gore AD-osnovana 1901.godine, with its principal place of business in Bul Svetog Petra Cetinjskog 141, the Board of Directors of the Bank, at its session held on xx.xx.xxxx. has adopted the

GENERAL TERMS AND CONDITIONS OF BUSINESS OPERATIONS OF PRVA BANKA CG AD-OSNOVANA 1901.GODINE

I BASIC PROVISIONS

General terms and conditions of business operations of Prva banka Crne Gore AD-osnovana 1901.godine (hereinafter: **General terms and conditions of business operations, Bank**) consist of standard terms and conditions of business operations which can be applied on all Clients of the Bank, general terms which refer to establishment of business relationship between the Client and the Bank, process of communication between the Client and the Bank, as well as general terms for performance of transactions between the Client and the Bank.

The purpose of General terms and conditions of business operations is establishment on clear and mandatory basis for Clients and the Bank with reference to execution of all banking services and with which the application of good business customs, good business practice and fair relationship towards the Client is guaranteed.

Clients of the Bank are legal persons, natural persons¹ and entrepreneurs (residents and non-residents) who use Bank's services or who refer to the Bank in order to use those services and whom

¹In the sense of these General terms of business operation, the natural persons are considered the persons who in transactions with the Bank act for purposes, which are not, dedicated to his/her profession or business activity.

the Bank has identified as such (hereinafter called: the **Client**). If it is not otherwise defined with this General terms and conditions of business operations, the word „Client“ collectively is the expression for legal, natural person as well as entrepreneur.

The Bank, based on the evaluation of authorized departments and decisions of its bodies, freely decides about the selection of the Client with whom it will enter into business relationship, which represents discretion right of the Bank to refuse the conclusion of a contract, i.e. providing of service to the Client.

The Bank is committed to apply General terms and conditions of business operations on relationships between the Bank and the Client which have resulted from:

- written contract between the Bank and the Client,
- application form signed by the Client in accordance with internal official documents of the Bank,
- other ways of business cooperation between the Bank and the Client resulted in accordance with valid legislation and official documents of the Bank and without specially concluded written contract.

In addition to the General terms and conditions of business operations, the Bank on its relations with its Clients applies its official documents with which, in accordance with positive legislation, it in detail regulates business operations of the Bank, which serve for the purpose of enforcing General terms and conditions of business operations.

In case of mutual incompatibility of provisions of the signed contract, General terms of business operations and official documents of the Bank, provisions of the contract are the first to be binding, then provisions of General terms and conditions of business operations and at the end,

the provisions defined by other official documents of the Bank with which certain business fields are closely defined.

Provisions of General terms and conditions of business operations apply to the extent in which they are not otherwise formulated with other services of the Bank which require special terms. The Bank undertakes the obligation towards the Client only in frame of General terms and conditions of business operations, except if otherwise has been explicitly agreed in written form.

General terms and conditions of business operations, as well as its amendments, the Bank posts on visual place in its business premises and branches of the Bank and also on the web page of the Bank immediately after adoption. With this posting of General terms and conditions of business operations, it is considered that the General terms and conditions of business operations are available to the Client and that the Client is acquainted with them.

At the Client's request, the Bank has the obligation to make it possible to the Client to acquaint additionally with General terms and conditions of business operations completely or in part which refers to a certain banking product, in the way to give him adequate explanations and instructions which refer to the application of General terms and conditions of business operations.

All individual contracts which are concluded between the Client and the Bank contain the clause that the Client is acquainted and accepts the General terms and conditions of business operations. In this way, General terms and conditions of business operations have legal strength of a contract.

Amendments of General terms and conditions of business operations are adopted by the Board of Directors of the Bank.

II COMMUNICATION BETWEEN THE BANK AND THE CLIENT

The communication between the Bank and the Client includes the exchange of data, information and documents which are of importance for the business cooperation of the Bank and the Client.

The Bank and the Client within the business cooperation can communicate in verbal or written form, where only written communication (papers, electronic correspondence) may have formal legal and material importance.

The Bank and the Client can achieve the agreement via telegraph, fax or electronic mail but all of them will produce legal effect with the day of notification only if it is in written form convalidated within five (5) working days after receipt of informal notification.

The written communication between the Client and the Bank is made in accordance with mailing and/or electronic address about which the Client informed the Bank. The Client has the obligation to inform the Bank about any change of the address of temporary and permanent residence, headquarter, address for receipt of papers as well as about other data which can influence regular communication.

In case that the Client does not inform the Bank in due time about the stated changes, all notifications of the Bank will be considered regularly delivered if they are addressed to Client's last known address, and the obligation which results from the notification will be considered executed on the day of submission of written

materials (consignment) to the post office, to the subject which is registered and engaged from the Bank for delivery operations or otherwise as the Bank decides.

In case that the sent consignment is returned to the Bank, because of incorrect data which were given to the Bank from the Client, the obligation of the Bank to notify the Client stops until the moment when the Client submits the true data necessary for delivery of the consignment.

If the Bank determines that the registered telephone, fax number, or e-mail address are not belonging to the Client or are incorrect, the obligation of the Bank about informing the Client terminates.

Written correspondence from the Bank towards the Client will be sent only to the last known address and it will be deemed received from Client, if:

- a) It is sent via SMS – on the day when SMS has been sent to the Client which is evidenced with the confirmation on sending of a message;
- b) It is sent via fax – on the day when the fax has been sent, which is evidenced with the confirmation about receipt from fax machine;
- c) It is sent via electronic mail – on the day when the electronic message has been sent, which is evidenced with printed confirmation from computer;
- d) It is sent via courier mail – after expiry of regular time necessary for courier's delivery which is evidenced with the confirmation of courier service;
- e) It is sent via post mail – after expiry of regular time necessary for delivery of the consignment.

Each written correspondence between the Client and the Bank (made personally or via courier) which originates from the Client will be deemed as received from the Bank only after the Client's copy of the document is verified with the Bank's stamp for validation of received papers or when a written statement about receipt from the Bank has been issued.

The communication with Clients includes also marketing activities and advertising announcements in mass media or in other ways and contains all elements with which the Clients are informed in a clear and understandable manner, in accordance with General terms and conditions of business operations and legislation.

The Bank has the right to use the data which the Client submitted to the Bank, during signing of a contract, application form or request for a certain service of the Bank (address, telephone number, fax number, e-mail address) for delivery of notifications to the Client about products, services and other activities through messages, booklets, presentations and other ways of business communication.

III RIGHTS AND OBLIGATIONS OF THE BANK

The Bank has the obligation, in business relationship with Clients, to act with due attention, in accordance with relevant regulations, official documents of the Bank and good business customs.

The Bank has the obligation to inform the Client, at his/her request, about Client's outstanding of a loan or account balance, as well as to assure the access to other data which can be accessible to the Client in accordance with primary and secondary legislation. The Bank provides to the Client clear and understandable information, and makes them easily available and visible.

In business relationship between the Bank and the Client, the Bank is not responsible for damage to the Client:

- which occurs due to force majeure, war, emergency, strike or due to circumstances on which the Bank doesn't have the influence and which it could not predict or prevent or avoid;
- due to arrest of work which occurred as a result of activities made by authorized bodies in the country or abroad towards the Bank, or as a result of interference with its work, and which the Bank could not prevent or avoid;
- occurred from business moves of the Client made according to verbal communication with the Bank or written communication in which the Bank has not undertaken unambiguously the obligation/risk with the Client.

The Bank is authorized to dispose with assets on the accounts of the Client, without his/her special written consent or order, in the following cases:

- in the process of forced collection,
- for payment according to legally binding and executive decisions of courts and other executive body;
- in other cases prescribed by law and secondary legislation;
- when a debit of the account without issuance of an order has been priorly contracted between the Client and the Bank.

Without the consent of the Client, the Bank has the right to block the possibility of usage of services/products, partially or completely, because of the reason of preventing money laundering and terrorism financing, in accordance with the valid legislation which regulates this topic, i.e. because of other justifiable reasons including, but not limiting to, the cases of misuse of account/payment cards etc.

The Bank can revoke, without any special order and approval of the Client, booking on the account of the Client, made by mistake.

The Bank does not take over nor can be responsible with reference to the authentication, validity or completeness of received documents, damaging consequences which can result with reference to the usage of written material unsuitable for those documents, exact interpretation or translation neither for the type, quantity or nature of goods to which the documents refer.

The Bank has the obligation to protect the secrecy of transactions and services which it provides as well as the data of the Client.

The Banking secret means the data about owners of the accounts and account numbers in the Bank, data about individual balance of deposits and turnover over certain account of legal and natural persons opened within the Bank and other data about Clients which the Bank obtained during service providing to the Client. The banking secret represents a business secret.

Banking secrets are not considered public data, data which are available to the interested parties with reasonable interest, consolidated data based on which are not revealed the individual identities of clients and data about shareholders of the bank and amount of their participation in the Bank's capital.

Members of the Board of Directors, shareholders, all employees of the Bank and other entities who in performing operation with the Bank or for the Bank, came in the possession of information and data which are determined as banking secret, have the obligation, that during their work in the Bank and after termination of the work, to

preserve those data and information and cannot use them for their personal benefit, nor make them available to other entities.

Data, which are defined as business secret, the Bank can submit to the entities, which because of business nature they perform, must have access to those data and in accordance with Law on banks² and also to third parties with which the Bank concludes contracts about confidentiality of data.

The Bank has the right to make data processing in accordance with Law on protection of personal data³ for the purpose of realisation of business relation of the Bank and the Client.

The Client, while entering the business relationships with the Bank, agrees that the Bank can disclose the data about the Client which represent the banking secret, to third parties under conditions defined with official documents of the Bank and valid legislation.

The Bank and the Client have the obligation to take care about the confidentiality of information.

²Article 85 of the Law on banks („Official Gazzette of Montenegro“, No.17/08, 44/10, 40/11): „Members of the Board of directors, shareholders, all employees in a bank and other entites who in performance of operations with the bank or for the bank come into the possession of information and data which are, according to this law defined as banking secret, are obligated that during their work within the bank and after termination of the work in the bank, preserve those data and information and can not use them for their personal benefit, nor reveal it to the other entities.

Excluded from paragraph 1 of this article:

1) all data which represent banking secret can be made available to:

- the Central bank;
- authorized jurisdiction body;
- other entities, but based on explicit written approval of the client.

2) body authorized for prevention of money laundry and terrorism financing can be made available the data in accordance with the law which regulates prevention of money laundry and terrorism financing;

3) Deposit Protection Fund can be made available the data in accordance with the law with which is regulated deposit protection;

4) data about the number of the account of legal and natural person which performs registered activity can be made available to the tax authority, and as well to the creditor of the bank's client who presents to the bank the executive decision or other executive act defined by law;

5) data about creditworthiness and credit ability of a client with a bank can be made available to the other bank or a member of banking group for the purpose of management of credit risk;

6) data about credit ability of a client with a bank and regular repayment of approved credit can be made available to entities who under that credit have potential obligations towards the bank, as a guarantor, warrantor and similar.

³³Law on protection of personal data („Official Gazzette Montenegro“, No. 79/08, 70/09, 44/12)

Under confidential information are deemed all information which are not known and which are obtained in the process of conclusion or realisation of a contract, especially those which refer to the negotiatons with reference to the conclusion of the contract, on provisions of the contract, on the subject of the contract and other contractor.

IV RIGHTS AND OBLIGATIONS OF CLIENTS

The Client has the right to obtain information, data and instructions from the Bank in written form which are related to its business relationship with the Bank, in accordance with the law.

The Client which disagrees with reports and other notifications which Bank submits or he/she deems that the Bank does not comply with the provisions of the law, General terms and conditions of business operation, good business practice and obligations from the contract, has the right to submit a complaint in written form.

The Client has the obligation, without delay to confirm the accuracy and completeness of excerpts of current or other accounts, as well asof other reports and notifications which are received from the Bank. In case that he/she has complaint on this, he/she has to submit a complaint in the period of three (3) working days from the date of receipt of those documents. Otherwise, the expiry of this term will be interpreted as acceptance of documents which the Bank submitted to him/her.

The compaint has to contain data about the Client, first of all the name, surname, address of residence, contact phone and reasons for submitting the complaint with the explanation and possible evidences in attachment.

The Bank has the obligation to evaluate the complaint and to reply to the applicant in a

reasonable period which is not longer than 30 days from the receipt date of the complaint. The reply has to be complete and understandable for the Client.

If the Bank assesses that the complaint of the Client is founded, its reply has to contain also the proposal for resolving the disputable relationship as well as the period up to which the Client has to give his/her reply whether he/she accepts that proposal. This period cannot be shorter than 15, nor longer than 30 days from the receipt of the response of the Bank. If in the given period, the Client does not reply to the Bank, it will be deemed that he/she agreed with the proposal of the Bank for resolving the dispute.

The Client of the Bank who is not satisfied with the act, operation or non-performance of the Bank, can address the protector of rights of clients (hereinafter: banking ombudsman), as an independent person who participates in the out of court process in resolving the problematic issues between the client and the bank.

If the Client-natural person deems that some of his/her rights from Law on consumer loans⁴ are afflicted, has the right to submit to the Bank a complaint, and the Bank has the obligation to reply immediately to the submitted complaint, i.e. in the period of eight (8) days from the day of complaint receipt in more complex cases.

In case the Bank does not reply to the complaint in the specified period or refuses it, than the applicant has the right to submit the request to the Central bank of Montenegro for the purpose of conducting the process of supervision in the Bank.

Process based on the complaint i.e. process of mediation between the Client and the Bank does

⁴Law on consumer credits („Official Gazzette of Montenegro“, No.35/13).

not affect the obtaining of rights on court protection, in accordance with the law.

If the Client is, a legal person, it has the obligation for the purposes of identification, to show to the Bank the legal document, which under valid regulations and acts of the Bank, evidences its legal subjectivity and activity. Also, the Client shows to the Bank any legal document which refers to its representative, i.e. authorized persons for representation, as the evidence that they have valid authorization to act in its name, as well as all other documents if the Bank deems necessary according to the valid regulations and acts of the Bank.

If the Client is a natural person- he/she has the obligation to show his/her personal document, for purposes of identification. If, from submitted personal document, the required data cannot be determined, the missing data will be obtained from other valid public document which the Client submits. The Bank retains the discretion right to ask additional evidencing material.

The Client-legal person and entrepreneur has the obligation to inform the Bank about statutory and other changes which are registered with authorized bodies, in the period of three (3) working days from the date of receipt of Decision about recording of this change and to perform legal activities necessary for compliance of data with reference to its account.

The Client-natural person has the obligation, without delay and at the latest in the period of three (3) working days, to notify the Bank about any change which refers to him/her or his/her attorney such as permanent residence, temporary residence, name, surname, employer and all other changes (for example Loss of job, decrease of revenues etc.) which could directly or indirectly

influence the mutual fulfillment of contracted obligations.

These changes are binding for the Bank only from the moment of its delivery to the Bank in a form of a documented notification about those changes.

The Client has the obligation to submit to the Bank all documentation prescribed by valid legislation and internal acts of the Bank while establishing business relationship and during business relationship with the Bank.

The Client has the obligation, at the request of the Bank, to perform the renewal of documentation as required by valid regulations and official documents of the Bank.

The Client–foreign legal person has the obligation, without delay, to submit to the Bank all necessary documentation for performance of renewed yearly control in accordance with the Law on prevention of money laundry and terrorism financing.

Documents and notifications which the Client submits to the Bank, depending on business nature, acts of the Bank and concluded contract, are submitted:

- in original or photocopy verified from notary (court, municipality);
- with verified translation to Montenegrin language from the authorized court interpretor (for documents and notifications on foreign language);
- in case of a foreign document, it has to be submitted with verification „APOSTILLE“, or other certificate of legality, with reference of the country of origin of that document.

Bank does not have the obligation to verify the authentication, completeness and validity of documents, whether of domestic or foreign origin, which are delivered or which the Bank possesses,

and which refer to the nomination of authorized representatives, guardians, confidant and receiver in accordance with General terms and conditions of business operations and relevant legislation.

The Client bears the responsibility for costs and losses which can arise as a result of a counterfeit, fraud, incompleteness, legal ineffectiveness, missinterpretation and translation of those documents.

The Client is responsible for all the losses which can arise due to the fact that the Bank is not informed about some deficiency with reference to legal, i.e. business ability or legal authorization of the Client or other authorized persons.

V GENERAL TERMS FOR PERFORMING BANKING OPERATIONS

The Bank performs the banking operations. Banking operations are operations of receipt of money deposits and approval of loans for own account. The Bank performs also other operations in accordance with the Law on banks and Statute (issuance of guarantees, domestic and international payment operations, operations which are part of banking operations, supporting operations and etc).

1. Accounts

Legal or natural person and entrepreneur, in order to become a Client of the Bank, has to fill in the standard form (request) and submit all requested documentation in accordance with Procedures for tellers operation of the Bank.

The Bank will demand from the Client to submit for insight the originals of documents with which are evidenced the data specified in the request for opening the account (exp. Personal ID card, passport, etc).

The Client agrees that the Bank may, in case of doubting the authenticity of submitted documents, in some other way check up the submitted documentation and data. In case of this doubt, the Bank will demand from the Client the written statement.

Request for opening the account for legal person, as well all other auxiliary documentation, have to be signed from the person who is legally authorized to represent that legal person and verified by the official seal of that legal person.

The Client has the obligation to inform the Bank without delays and explicitly in written form about each change with reference to the authorizations for disposal of the account even in the case when that change is published in adequate register or in other way. Specified changes will be obligatory only from the moment of delivery of written notification about the same.

The Bank concludes the contract for opening and maintenance of the account with the Client, after delivery of completely requested documentation, and in accordance with its business policies and valid legislation in Montenegro.

During the opening of the account, the legal person has the obligation to submit the Card of authorized signatories (KDP) to the Bank, among other, which has to be signed by authorized person from the decision about registering with authorized bodies and has to be verified with the seal which will be used for verifying the instruments of payments. In KDP are inserted the names of persons authorized to dispose with assets on Client's account.

If the Client–natural person, authorizes other person that in his/her name and for his/her account conclude contract for opening and

maintenance of the account (hereinafter: Authorized person, Proxy), the Bank in this case identifies the Authorized person and opens the account with reference to the authorization which has been verified by authorized body and which cannot be older than six (6) months for residents and three (3) months for non-residents.

If the Client-natural person wants to authorize other person to manage his/her account, he/she has to do this by filling in the authorization before the banking officer with which authorizes other person to manage the specific account and by filling in special statemnet in the premises of the Bank. The signature of the proxy has to be signed in the Bank and the Client has the obligation to acquaint the authorized person with the provisions of the General terms and conditions of business operations.

The Client on whose name the account has been opened and whose signature has been authorized in the Bank, is the only authorized person to manage the account.

The Proxy is not authorized to issue new or revoke other existing authorizations nor is authorized to close the Client's account except if in the proxy statement, there is explicitly given authorization for that operation.

The authorized signature of the proxy will be valid until recall of the same in written form, satisfactory for the Bank.

From the moment of delivering to the Bank a written statement with evidence about death of natural person on whose name the account is opened and managed, all authorizations and poxies for managing of the account cease to be valid and all payment cards and transactions related to the specific account are blocked while the eventual amount of used assets is immediately

considered as due in full. Up to this moment the Bank relies on existing authorizations/proxies and cannot be responsible for a damage which up to that moment was suffered by third parties due to management and disposal of assets over the account.

Upon delivery of notification and evidence from previous paragraph, the Bank will allow the management of the account only based on the legally binding and executive decision of the court body or other body or binding decision about custody over legacy or other decision of authorized body in accordance with legislation.

Number is given to each account and during opening of the account, the Bank issues to the Client the adequate document with which it identifies the Client in the business relationship.

Bank will not open the account to the Client if the conditions defined by the Law on prevention of money laundry and terrorism financing⁵ and other regulations which regulate this field are not complied with.

In accordance with legislation and provisions of these General terms and conditions of business provisions, within each account of the Client being legal person and entrepreneur, it is possible to open subaccounts to which sub-names can be given. In case of opening of a subaccount, the Bank will, as an entity authorized for disposal over the assets on the subaccount, consider a person who is authorized to dispose with assets over the basic account only if with the contract about opening of the subaccount does not specify otherwise.

⁵Law on prevention of money laundry and finance of terrorism („Official Gazette of Montenegro“, No.14/07, 04/08, 14/12).

The Client- legal person can, in the process of foundation, open a temporary account with the Bank (for payment of founding capital). In this case the founder is obligated to submit adequate founding acts and nominate the person authorized for representation of a legal person and the Bank, at the Client's request, issues adequate certificate about payment of founding capital.

The Bank is authorized to debit the account of the Client (except when the account is blocked under the order of the Central bank of Montenegro) for the purpose of complete collection of receivables which it has towards the Client with reference to the preparation of current transactions and with the respectively occurred costs.

Account of the Client-legal person cannot be in minus without explicit contract about the credit or authorized overdraft. If the contracted amount of credit or contracted time for repayment is exceeded, the Client has the obligation apart from the contracted interest, fee and commissions, to additionally pay the penalty interest, fees and commissions, in accordance with the calculation which is used in cases of unauthorized negative balance.

Bank is obligated to daily place at disposal to the Client the report about balance and changes over the account. Together with the report the unexecuted orders are returned to the Client, if any.

The Bank closes the account of the Client in the following cases:

- at the written request of the Client and under the condition that the Client has not unpaid obligations towards the Bank;
- at the written request of the Client or his/her legal successor due to resulted statutory changes under

a condition that the Client does not have unpaid obligation towards the Bank;

-according to law or other relevant regulations;

-in case of insolvency and bankruptcy.

The Bank can, even apart from the cases defined by law, at its discretion, cancel the contract on opening and maintenance of the account and close the account of the client in the following cases:

-when the Client's account is inactive;⁶

-when it is determined that further execution of transactions from Client will become a reputational risk for the Bank;

-if it is determined that the Client as well as the owners of the legal person, representing offices or foreign branch are located on official terroristic lists in accordance with regulations which refer to the prevention of money laundering and terrorism financing.

The Bank will in its internal acts define the level of significant non-contracted excess over the account of the Client – natural.

2. Deposits

Deposit is a money obligation of the Bank which results from money deposit, current account or other money account, and according to which arises the legal or contractual obligation of the Bank for return of assets in a way and under conditions defined by a contract.

Deposit can be at sight and term, and the term deposits can be short-term and long-term, with specific purpose and without, with or without a termination period.

The term deposit terminates with expiry of the period of term deposit. Return of deposit is made

⁶Non-active account means an account which in a period of six months in continuity does not have assets i.e. there are no changes with reference to the inflows and outflows. The turnover is not meant a transaction of booking of interest, fees and other costs of the Bank.

after determining the identity of the Client (hereinafter: depositor).

Depositor – legal person submits the request for transfer of deposit, at the latest two (2) working days prior expiry date. If, in this way, the Depositor does not withdraw the deposit, it will be deemed that the deposit is renewed with same term but with conditions which are valid on the day of making renewal of the term deposit, if it is not contracted otherwise.

If a depositor-natural person does not withdraw assets from term deposit after expiry of eighth day from the expiry date, the calculated interest will be added to the principal and such obtained amount will be placed as a term deposit on the same term and under the same interest rate which the Bank defines under a valid interest policy.

Exceptionally, the term deposit can be terminated even prior the expiry date, with the cancellation of contract about term deposit. Depositor submits a written request for cancellation of the contract for term deposit. In this case of early termination of the contract for term deposit, the Depositor has no right on contracted interest and has the obligation to pay a contracted fee for cancellation of the contract.

Nominal interest rate for term deposits is fixed and cannot be changed during the validity of contracted period of term deposit.

Terms for acceptance of a deposit, rights and obligations of the Bank and the Depositor are defined with the contract which has to be concluded in written form.

To Depositor who places assets with the Bank, the Bank pays interest in amount which is defined by the acts of the Bank and with the contract based on which are placed the assets with the Bank.

Deposit interest rate is regular contracted interest rate on monthly or yearly level under which the Bank makes payment of interest on deposits, savings and other received assets.

Deposit effective interest rate shows the costs of depositor which are executed by paying out to the Client based on the received deposit, expressed as a yearly percentage of totally received deposit. Data about effective interest rate are mandatory to be delivered to the Depositor in written form, prior the acceptance of the offer or conclusion of the contract about the deposit.

Level of interest rates is defined in accordance with acts of business policy of the Bank, and the calculation of the interest on term deposits is made with usage of compound method, and by using the real number of days within a month. Interest is calculated under the following formula: $Interest = ((1 + Interest\ rate/100)(Real\ No.\ of\ days/365) - 1) \times Principal$ (aggregate interest calculation).

By concluding a depository relationship, the Bank has the obligation to make and submit to the Depositor, the Schedule of deposit payout. The Schedule has to have Bank's seal and signature of the authorized person.

The Bank has the right to stipulate, in accordance with valid regulations and acts of the Bank, the minimum amounts of term deposits, nominal interest rates, periods of making a term deposit and other terms.

The Bank retains the right, depending on the status of the Client, type, purpose, amount of deposit and term of deposit, to contract different conditions of making a term deposit.

If a money deposit was received as a sight savings pay in, i.e. as a term deposit, the Bank will

issue to the Depositor natural person, apart from the contract, also the identification card or savings book.

In accordance with Law on tax on income of natural persons⁷, the Bank in the name and for the account of the Depositor natural person, calculates and pays the tax on revenues from capital gains under interest on placed deposit.

The Bank is a member of the Deposit Protection Fund. The Bank has the obligation to inform the depositor or potential depositor about the system of deposit protection.

3. Placements of assets

The placements of the Bank mean credits, guarantees, letters of credit and other operations which in origin represent placements of free assets of the Bank to the credible Clients based on the contract signed between the Bank and the Client.

The Bank approves (with specific purpose, without specific purpose, short term, long term and etc) placements to credible Clients complying with valid regulation and acts of the Bank and with the adequate applying of banking standards and good business practice, and based on the written request of the Client.

The Bank has the obligation with reference to the Client-natural person, on his/her request, in writing, to give all information which refer to the credit, and based on the credit terms which the Bank offers, prior to the acceptance of the offer or signing of the credit contract or credit contract in a manner of allowed overdraft for comparison of different offers, for the purpose of achieving adequate decision about concluding the contract.

⁷Law about tax on income of natural persons („Official Gazette of Montenegro“, No.65/01, 12/02, 37/04, 29/05, 78/06, 04/07, 86/09, 73/10, 40/11, 14/12, 06/13, 62/13).

Information from previous paragraph are given on the prescribed form, on paper or other permanent medium, in a clear, concise and easily visible manner.

The Bank will consider each regularly submitted request and shall inform the Client about its decision within adequate period.

The Bank has the obligation to, prior to concluding the credit contract; to perform the evaluation of creditworthiness of the Client based on the complete information, which it obtains from the Client and based on the insight in database about credit liabilities of that Client made under a written approval of the person, to which those data refer. Terms for evaluation of creditworthiness of the Client are determined by acts of the Bank, and the Bank in its discretion right decides about creditworthiness of the Client. Prior to each increase of total amount of credit, the Bank has the obligation to re-evaluate the creditworthiness of the Client.

According to the decision of the authorized body of the Bank about the approval and terms of placements, the contract is concluded in written form with the Client. Provisions of the contract have to be clear, precise, unambiguous and understandable for the Client, and the subject of the obligation has to be defined or definable.

The integral part of the loan contract is the repayment schedule of the credit with terms and conditions of payment of interest and other related one-time fees and occasional fees.

The loan contract, i.e. contract for available overdraft which is concluded with the Client-natural person contains all necessary elements prescribed by Law on consumer credits.

With reference to the contract, the Client bears all the costs related to the current and capital transfers, occurred tax obligations, court administrative taxes, collaterals (insurance, safekeeping, evaluation etc.), evaluations, expertises, translation of documents and papers, business correspondence and transfer of Bank's staff for the purpose of fulfilling the contract and all other which can arise without the guilt of the Bank with reference to the conclusion or execution of the contract.

If the Bank executes the payment of a part or of complete costs from previous paragraph, all of them the Bank will invoice to the Client who has the obligation to execute the payment under the invoice in the given period of time.

If the Bank's intention is to change some of *obligatory elements of the contract*, it has the obligation to obtain the written approval of the Client prior to the application of that change. In case that the Client does not agree with those changes the Bank cannot unilaterally change the terms from the contract.

If the Bank intends to change some of the *non-obligatory elements of the contract*, it has the obligation to just inform the Client in a timely manner.

In loan contracts with variable interest rate, the Bank, with the notification about the change of interest rate, in writing, submits to the Client also the amended repayment schedule of the loan.

The Bank has the obligation to deliver, in writing, on paper or other permanent medium, regularly, and at least once a month, in accordance with the Law on consumer credits, to the Client (natural person) a report about balance and turnover over

the credit account of the Client if it is a case of approved overdraft.

In case of significant non-contractual overdraft over the account which lasts longer than one month, the Bank has the obligation to notify the Client, without delay, in writing, or on other permanent medium, about the amount of overdraft, about interest rate, which will apply on the amount of overdraft and on possible costs and penalties.

The Bank accepts payment instruments and collateral instruments for repayment of receivables in accordance with the Catalogue of collaterals of the Bank, and in accordance with other internal acts of the Bank and contract between the Bank and the Client in any concrete case.

In each concrete case, the Bank decides about necessary collaterals and in accordance with risk estimation can ask from the Client to deliver even other security instruments which are not regulated with the Catalogue of collaterals.

The Client bears all the costs of constituting the security instruments, as well as, other costs which occur based on the business relationship, especially costs of verification, fees, taxes, insurance etc.

Immovables which are the subject of the pledge construed in favour of the Bank, has to be insured by insurance company which is acceptable for the Bank, and the insurance policy has to be drawn in the favour of the Bank.

If establishment of pledge on immovables is agreed with the Client, the Client has the obligation to deliver to the Bank the estimation value of that asset made by authorized assessor acceptable for the Bank.

Client can, during the validity of the credit, submit the request for change of collateral instruments, and the Bank will according to its own credit criteria make analyses of the offered new collateral instrument and decide about the acceptance, or refusal of offered instrument.

In case that the collection of receivables of the Bank is secured with several collaterals given from the Client or third parties, the Bank is authorized that during the realisation it makes the choice in the sense of order of sequence, except when the order is defined with some of the valid laws.

The Bank can, in the interest of efficient collection of its receivables, despite existing collaterals, priorly try to collect its receivables with agreement with the Client or with conclusion of adequate settlement.

The Client doesn't have the obligation to request the change of the usual order of realisation of a certain collateral.

If during the repayment of the loan or other placement, the existing collateral instruments become inadequate (insufficient), the Bank can request from the Client to submit new or additional collaterals. In case that the Client does not proceed under request of the Bank in the given term, the Bank has the right to pronounce the respective receivable as due and to perform forced collection and also to activate on this basis all collaterals given to the Bank under a specific contract.

The Bank may use for collection of due receivables from the Client all euro assets of the Client which are held as sight deposits over the accounts with the Bank as well as the countervalue of foreign assets, securities and other assets

which are held on the accounts of the Client with the Bank, unless a court order or decision of competent bodies exempts the execution of these instruments.

The Bank has the right of control of specific usage of credit assets and regularity of the Client in the processing of other obligations from the contract.

The Bank has the discretion right, unconditionally and without announcement, to terminate further usage of unused amount of the overdraft, in accordance with the business policy of the Bank and terms and conditions of operation on the financial market, about which the Client shall be accordingly informed.

If it is not otherwise contracted, the Client legal person has the right to repay his debts to the Bank occurred based on the credit or some other placement in full and prior the maturity date under a condition that it informs the Bank in writing and by paying the fee in the amount determined with the contract, and in accordance with internal acts of the Bank.

The Client-natural person has the right, before the planned term, at any time, to fulfill partly or in full his/her obligations from the loan contract, in which case has the right also on decrease of total credit costs for remaining interest amount and other costs with reference to the remaining period of repayment of the credit. In case of premature repayment of the loan, the Bank has the right on justified and objective fee of justified costs directly related to the premature repayment of the loan, under condition that premature repayment was made during a period for which fix interest rate is contracted. The amount of fee and way of repayment are defined in accordance with the Law on consumer credits.

The Bank can assign, without special approval of the Client, all its receivables from the Client or in other way transfer to third party, about which it shall inform the Client in writing.

4. Payment operations activities

The Bank performs payment operations in domestic and foreign currencies, in the country and abroad, in accordance with valid legislation and acts of the Bank.

The Bank has the obligation to:

- perform orders for payment of Clients, for which there is sufficient balance on the account, on the value date stated on the order;
- act with usual caution while executing the orders;
- make available report to the Client about the status and other changes over the account and amount of fees which the Client pays;
- investigate all complaints of the Clients and if it finds them justifiable, to perform adequate compliance and corrections;
- publish the tariff according to which it collects the fees in its premises and on the web page.

Operations of external payments the Bank performs only on working days which does not include Saturday, Sunday and holidays which are under the law defined as non working days.

The Bank's client, i.e. its authorized person can dispose of assets over the account in the level of the available balance.

The payment which was made to the account of the Client by mistake of the Bank, can be cancelled without special order and authorization of the Client, but with the obligation of the Bank to inform the Client in adequate way.

The Client of the Bank gives the orders in written or electronic form.

The Client's orders have to be clear and unambiguous, given in written form or in another contracted way, and in accordance with valid legislation and acts of the Bank. The date on which the Bank receives in written form, and clear, explicit instructions/documentation in accordance with all relevant legislation which refers to concrete business relationship, will be deemed as a date of giving the instruction/order. With this Client explicitly confirms that the stamp/signature of the Bank on the order/instruction will be deemed as receipt confirmation, and not the acceptance of the execution.

The Bank keeps the right, with reference to the operations contracted with the Client, if they fall on non-working day, it starts to execute them on the first next working day.

If there is a necessity for the Client to make an urgent execution of an order, it is necessary to specially inform the Bank, in advance, but at the latest with the day of submitting such payment order for execution.

However, the Bank shall not be responsible for the damage occurred to the Client or third party which is a result of wrong/unclear or in other way inaccurate instructions/orders.

The Bank, during the execution of instruments of payment operations, takes account about the sequence of their execution. Orders are executed according to the value date (payment date), sequence of receipt and defined sequence.

The Bank performs payment orders after detailed insight validity of the Client's order. The Bank shall execute the order or process according to the Client's instructions just after fulfillment of the following conditions, in a manner which is satisfactory for the Bank,:

-that the order/instruction for payment is properly prepared, that it contains all information required by the Bank and to be signed by the authorized person;

-that the order/instruction is followed by documents requested by the Bank;

-that the Client has sufficient amount of assets over the account for execution of the given order;

-that the order/instruction as well as the payment itself is in accordance with the valid law, regulations and international practice and standards;

-that the payment of fees is done to the Bank for this kind of service.

The instruments of cash and cashless payment operations, the Bank can perform even when they do not contain all elements if the Bank estimates that the elements which are specified in the order are sufficient for its execution.

The Bank will not execute the payment order which does not contain data about the issuer and receiver of the order and their banks, data about the amount, as well as other signed data, and if there is non-compliance of data which disables the execution of the order.

In accordance with special terms which are prescribed by the Bank, the Bank can accept the Client's orders for permanent payments. The user of this service can be any natural person who has an opened current account with regular payrolls (salary or pension). The standing order is a service which enables the Bank's Clients regular repayment of monthly and periodical obligations in exact time intervals without going to the Bank.

The Bank will not be responsible for delay in payment under these standing orders if:

-balance on Client's account is not sufficient;

- the Client's account is blocked from the Central bank or other authorized body;
- instructions are unclear;
- invoice of a third party or other purpose for payment is not clear or not timely delivered to the Bank;
- there are other cases which are out of control and influence of the Bank.

The Client has to cancel the standing order at the latest 15 (fifteen) days prior to the execution of the standing order.

The Bank shall always demand from the Client explicit and clear instructions (orders) for the execution of payments, in the country and abroad, in written form, with the statement of transfer purpose. The Bank has to receive the instructions in time and in advance so that it would be able to execute the payment in adequate manner. The Bank will execute the orders and instructions during the banking day when it has received the orders or on the value date if that date is specified, i.e. at the latest the first next working day from the day of receipt of cover or within the period which is agreed with the ordering party for the orders defined with relevant law for international payments.

The Bank can determine the time up to which the orders will be deemed as received on that day but which is not longer than the time that Central bank determines for the orders done in domestic payment system. In this sense, the Client explicitly accepts that the signature and seal of the Bank on received order or instruction are deemed as confirmation of receipt and not the acceptance of obligation for performance.

When the Client submits an order for cash transaction, as well as the order for transfer of assets in the amount equal or higher than 15.000 eur, identification is made of that person as well as

the control of the documentation about the origin of the money which is, as per Law on prevention of money laundering and terrorism financing, necessary for stated transactions.

Amendments, confirmation or repeating of instructions have to be clearly marked. The Bank shall not be responsible for amendments, confirmations or repeating which are not properly and explicitly marked for that purpose. Changes and amendments have to be submitted in written form, in original.

The Bank has the obligation to execute the transfer in full amount which is stated on the order, without any deductions.

In case of execution of order for international payments, the Bank will with due attention execute the order of the corresponding bank.

The Bank is authorized, according to own discretion right, to execute instructions of the Client through the net of its own corresponding banks and for regular execution of given instructions does not bear the responsibility, except in case of its own ultimate disregard.

In case of any delay or wrong execution of the order/instruction, and which happened by mistake of the Bank despite due attention, the Bank will bear responsibility only for the amount of proven real damage occurred in that way to the Client, within a period in which the delay happened, except if it is otherwise defined in the relevant laws and other regulations.

The Client has to check, without delay, the correctness and completeness of the excerpt of the account, as well as of all other reports and notifications which he/she receives from the Bank, and for the purpose of compliance and correction

of eventual mistakes to immediately inform the Bank, at the latest in period of three (3) days from the day of receipt of report i.e. notification.

In the manner of execution of instructions of the Client, the Bank does not bear any responsibility in the following cases: suspension of payment, application of international relavenat regulations, change of relevant banking regulation, moratorium of coresponding bank.

The Bank shall not be responsible for any loss/damage caused by delay or wrong submitting of the order, and which happened due to actions or failure of the Client, i.e. any other third party.

5. ATMs

ATM represent the net of ATMs, i.e. automatic teller machines for pay-outs and giving certain information, which belong to the Bank but as well to other banks.

The Client can perform transactions on ATM devices of the Bank and other banks in the country and abroad by using adequate payment cards.

The combined usage of card and PIN (personal identification number) represents evidence that the order for a transaction is given exclusively by the Client.

ATM transactions are performed via payment cards, and from the account defined from the bank issuer of the card. Except by the balance over a certain account or remaining unused limit, ATM transactions can also be limited with parameters for cash withdrawal defined by the bank issuer of the card.

Cash withdrawal with the card in the country is done only in euros. Cash withdrawal with the card

abroad is done in the currency which enables the bank which is the owner of ATM device.

The Client can perform the transaction on ATM device of some other bank. In this case the Client bears the costs of fees for specific bank-to-bank transaction in accordance with the tariff.

The Bank can, at any moment and without prior notification to the Client abort or cancel the possibility of ATM transactions because of safety reasons or any other legal reason. The Bank, can also cancel temporary or permanently the work of one or several ATM devices without prior notification because of maintenance, defect, mistake in the work or because of safety reasons. In these cases, the Bank does not take any responsibility toward the Client for damage or loss which can arise as a consequence of this.

Each transaction through ATM device of the Bank is subject to video surveillance.

6. Securities

As a custody bank, the Bank performs operations defined in the Rulebook about performance of custody operations, and in accordance with legislation, regulations and contracts concluded with the Client.

The Bank will perform all operations in accordance with the instructions of the Client, and for the purpose of protection of interest of the Client and keeping of classified information. It is forbidden for both the Client and the Bank to perform activities which assume usage of privileged information and manipulation on the market.

In case of any double meaning or other unclear issues, the Bank will wait for special instructions from the Client. The Bank can decide, in full or in part, not to execute the submitted order or to cancel the execution of the submitted order in

case that on the account of the Client there is no adequate cover.

The Bank collects the fee according to the valid tariffs for these services.

The Bank's Client concludes a special contract for providing of services with reference to securities and other financial instruments which regulate special terms and procedures for receipt and execution of the order of the Clients. The Client has the obligation deliver to the organisational part for investment services, i.e. custody services even additional documentation at their request.

The Client will indemnify the Bank which occurred as a result of incorrect data, wrong documentation, unexecuted undertaken obligations, as well as in other cases prescribed by law.

The Bank's Client has the obligation to respect the terms defined by law and regulations, as well as the terms of the Bank. Otherwise, the Bank will not be in the position to execute the services and the Client will have the obligation to pay eventual costs.

7. FX operations

The Bank executes orders for purchase of foreign assets in accordance with the legislation and regulation of the Central bank of Montenegro.

In accordance with relevant legal regulation in the field of international operations, the purchase transaction in foreign currencies which are traded on foreign market are performed with the application of adequate Bank's exchange rates. Bank's exchange rate lists are formed in accordance with actual movements on the currency market in the country and abroad, and based on demand and request for certain currencies.

The Bank applies own exchange rates which are in force on the day of execution of the transaction or on the day of booking of credit and debit on the Client's account.

8. Other banking services

The Bank, among previously stated, performs also operations on opening of escrow and other accounts with special purpose, exchange, factoring operations as well as other operations which the Bank according to the Statute and the Law on banks can perform.

Terms and ways of performing the stated operations are defined in detail in the acts of Bank, established in function of carrying out these General terms of business operations.

VI INTERESTS AND FEES

The Bank collects from the Clients interests and fees, in accordance with law, internal acts and business policy.

The Bank, under banking operations, contracts, calculates, pays and collects the interest in accordance with the Interest policy of the Bank.

Interest on credits and deposits can be expressed on yearly, monthly and daily bases with reference to the nature of specific legal act or contracted terms.

The Nominal interest rate which the Bank applies can be fixed or variable depending on the type of the banking act. With a specific contract, the Bank defines the type of nominal interest rate.

In case that the variable interest rate is contracted, the Bank informs the Client about each change of that kind of interest rate prior to the application of that interest rate, in the written form with reference

of the date from which that change of the rate would apply.

The Bank has the obligation to calculate and express effective interest rate (EKS) on credits and deposits and to inform Clients and the public about the level of effective interest rate.

The Bank calculates penalty interest on due non collected receivables, from the moment of becoming due, according to valid regulations, and if the contracted interest rate is higher than penalty interest, the Bank has the right in the delay to apply the rate of contracted interest.

If during the validity of contractual relationship occur circumstances which bring the Client-natural person to difficult financial situation, i.e. on which the Client could not have influence, the Bank can by its own discretion decide to make temporary stop in repayment (moratorium) for a certain period of time during which the penalty interest on due and not paid receivables would not be calculated.

The Bank calculates and collects fees on services executed for Clients of the bank in accordance with Fee policies.

The Bank is entitled to collect all due fees via direct debit of the Client's account, without his/her special consent.

VII APPLICABLE LAW/JURISDICTION

If otherwise is not explicitly contracted in the written form, the laws of Montenegro are applicable for regulation of legal relationships between the Bank and the Client.

Business premises of the Bank in which the accounts of the Client are maintained, are deemed

to be the place of execution of contractual obligations.

International rules and customs are also applicable for the arrangement of business relationship between the Bank and the Client and up to the level to which those rules and customs are obligatory for the Bank or generally accepted from international business society.

If otherwise is not explicitly contracted in written form, any dispute occurred in relation with business relationship between the Bank and the Client will be solved in front of authorized court in Montenegro or other authorized body.

The Bank, however, keeps the discretion right to start adequate legal process against the Client and in front of any other authorized court.

VIII SETTLEMENT OF DISPUTES

The Bank and the Client will at first try to solve each dispute which arises with reference to concluded contract, i.e. business relationship, in peaceful manner and by mutual agreement.

It is deemed that a dispute exists if one party notifies the other party in writing about the existence of the dispute and indicates the disputable facts or circumstances.

Parties in dispute will approach the solving of the dispute in the period of eight (8) days from the day of receipt of notification that a dispute exists, and if the parties do not reach the solution in period of 30 (thirty) days from the day of receipt of such notification, the court shall be competent for resolving the dispute.

IX TERMINATION OF BUSINESS RELATIONSHIP

The Bank and the Client can terminate the contracted relationship by agreement, in writing, via annex or special agreement. With this act the Bank and the Client irrevocably agree with the termination of contracted relationship and regulate mutual relations with reference to the contract which is going to be terminated in a way that between them there are no problematic issues.

With each business relationship, even if it is not explicitly contracted, the Bank has the right at any moment to unilaterally terminate the contract in case of fulfilment of one of the following conditions for termination:

- a) if the Client gave to the Bank the incorrect data, false statements and documents or if unregularly and not in a timely manner updates the credit documentation;
- b) if the Client violates the obligation of payment of due principal, interest, fee, costs and any other payment amounts in accordance with the contract, General terms and conditions of business operations and other acts of the Bank;
- c) if the Client violates any contracted obligation and especially in the case when the Client does not inform the Bank in writing about the change of headquarters, permanent or temporary residence, employer or any other change of identification data;
- d) if the Client-natural person stops to obtain regular monthly revenues from work or other legal base;
- e) in case when a liquidation or bankruptcy process is opened, i.e. in case of insolvency of the Client;
- f) if a financial situation of the Client significantly gets worse or is highly jeopardised up to a level that it is obvious that the Client will not be able to regularly execute his/her obligations towards the Bank, including but not limiting to, the fact that the Client's account is blocked from other creditors;
- g) if the Client does not fulfill the obligation towards the Bank for submission of establishment

of some other or additional collateral, in the period which the Bank defines, or if the Client does not perform the re-evaluation of movable and fixed real-estates on which the Bank placed the pledge, in contracting period in accordance with the law, General terms and conditions of business operations and contract;

h) if the authorized body for registration of pledge refuses the registering of the mortgage or any other collateral instrument for which the entering is needed;

j) In case of inadequate usage of assets which the Bank approved to the Client or in a case that the Client prevents the Bank to perform the control of adequate usage of approved assets;

k) if it is defined that the continuing of business cooperation with the Client represents the reputational risk for the Bank;

l) if it is determined that the Client or owners of the legal entity, representing office or foreign branch are stated on official terroristic lists, in accordance with domestic and international regulations which refer to the prevention of money laundry and terrorism financing or results from the law and procedure which regulates prevention of money laundering and terrorism financing;

m) in case of finding out that the Client without authorization of the Bank performed the actions of restructuring;

n) in case of finding out that the Client is passively identified in court or arbitrage dispute or a party in administrative process, and in which that circumstance was not known to the Bank at the moment of concluding the contract, or the Client has obviously hidden that kind of circumstance, where it is reasonably expected that the Client will lose the dispute or in a second process a decision will be brought opposite to his/her interest, or if he/she will be convicted on high money penalty, or that against a member of corporate management a criminal process will be started;

o) if the Client without reasonable cause withdraws the authorization for collection and process of personal data which are necessary for concluding business relationship with the Bank or for the execution of obligations of the Bank towards third parties;

p) in other cases prescribed by contract with the Client.

The Client–natural person has the right on unilateral termination of the credit contract, without stating the reasons, in the period of 14 days, from the day of concluding the credit contract, or with receipt of terms and information from the Bank if those terms and information were received after the day of concluding the credit contract. If the Client intends to unilaterally terminate the credit contract he/she has the obligation to do that in accordance with the provisions of Law on consumer credits.

Contract is deemed as terminated by the day of receipt of written notification about termination from other contracting party and on that day legal consequences of the termination start.

Contract is deemed to be terminated if the Client has not received the notification about the termination due to his/her change of the address of residence, i.e. address for receipt of papers, and about stated change has not informed the Bank accordingly, or if the Client avoids receipt of notification about termination, i.e. if the Bank after two attempts does not succeed to delivery by recommended dispatch to the last known address which the Client left, and considering that in this case the day of termination will be deemed as the date on which the Post or some other legal person specialized for delivery services at first confirms that it tried to deliver the notification about termination of the contract.

All receivables under the contract in the moment of its termination become due in full and on total amount of due obligations the Bank starts to calculate penalty interest in accordance with internal acts of the Bank.

In case of termination of the contract, the Bank has the obligation, in written form, to inform the Client about the type and amount of obligation of the Client under the contract which is being terminated on the day of the termination with remark that the amount of obligation is increased with calculation of penalty interest up to the repayment date.

The Bank gains the right to confiscate all money assets which the Client has on his/her accounts with the Bank.

The Bank gains the right to start adequate legal processes with the purpose of cashing the collateral or to realise it in some other way, in accordance with positive legislation. The Bank is not committed to directly inform the Client about taken actions, with the exception of the case when it is explicitly prescribed by the law.

Exceptionally, the Bank can leave a period to the Client for repayment of all due obligations.

After termination of a business relationship between the Bank and the Client and with a condition of full repayment of all obligations of the Client towards the Bank, the remaining assets on any account of the Client will be put on his/her disposal.

Here stated provisions about termination of a business relationship between the Bank and the Client are applicable also on partial termination of a business relationship between the Bank and the Client.

Provisions of General terms and conditions of business operations will be applicable and after termination of the business relationship between the Bank and the Client, and all up to final repayment of mutual rights and obligations.

X SPECIAL CONDITIONS

Besides provisions of these General terms and conditions of business operations, the Bank performs its activities in accordance with relevant domestic and international legislation, as well as with generally accepted rules of the banking practice.

Additionally, special terms and rules are applied on specific types of banking operations (for example for guarantee operations – Unique rules for guarantees paid on demand of International Chambre of Commerce in Paris (ICC)).

XI FINAL PROVISIONS

Any exemption to application of provisions of these General terms and conditions of business operations can be applied only if adequate change has been priorly agreed by mutual understanding between the Bank and the Client in written form.

If any term or provision of this General terms and conditions of business operations becomes invalid or inapplicable, validity of other terms and provisions will not be questioned, and the rights and obligations of the Client and the Bank will be interpreted as if these General terms and conditions of business operations do not contain invalid or inapplicable provisions or terms.

The General terms and conditions of business operations become effective on the day of their adoption, and start to apply 15 days after the day on which the Bank placed them in its business

premises in a visual place and on the web page of the Bank.

Chairman of Board of Directors,
Dr Neda Ivović