

**GENERAL TERMS AND CONDITIONS
FOR PAYMENT SYSTEM SERVICES FOR CONSUMERS / NON-CONSUMERS
IN JSC ZAPAD BANK PODGORICA
*/consolidated text/***

Podgorica, May 2022

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I

INTRODUCTION

These General Terms and Conditions for payment system services for consumers / non-consumers in JSC Zapad Bank Podgorica (hereinafter referred to as: the Bank) shall define the manner of business operations with transaction accounts and transaction accounts – payment cards, manner and conditions for executing payments, as well as rights and liabilities of the Bank as well as consumers/non-consumers account holder/ payment service user (hereinafter referred to as: the Client).

General Terms and Conditions for payment system services for consumers / non-consumers in the Bank (hereinafter referred to as: the General Terms and Conditions) shall be applied to opening and servicing of transaction accounts and transaction accounts – payment cards, manner of execution, deadlines and recording of payment transactions, establishment and disposal of the funds, reporting to the Client on changes and account balance, exchange rates used for currency calculation, charging interest on the assets, calculation and charging the fees for Bank's services, closing of the account, scope of information submitted to the Client, as well as other matters related to payment system services.

Constituent part of these General Terms and Conditions shall be:

- Timeframe plan for the receipt and execution of payment transactions (hereinafter referred to as: Timeframe plan)

Any reference to the General Terms and Conditions hereinafter shall imply reference to the documents referred to in the previous paragraph.

General Terms and Conditions shall be an integral part of the individual Framework Agreement as well as the agreement/order on a one-time payment transaction and, together with the General Conditions on Bank Operations, Tariffs and Term plan referred to in the previous paragraph of these General Terms and Conditions, form a Framework Agreement and / or an agreement / order on a one-time payment transaction, and shall constitute a whole.

Prior to a Client's conclusion of the Framework Agreement, as well as the agreement/order on a one-time payment transaction, the Bank shall, in a timely manner, present to the Client the General Terms and Conditions, the General Conditions on Bank Operations and Tariffs, in one of the following manners:

- 1) In writing, in premises and/or organizational units (branches, affiliates, counters, representative office abroad) of the Bank (hereinafter referred to as: the Bank's premises).
- 2) By email
- 3) By e – banking service (electronic banking)
- 4) By reference to the website of the Bank www.zapadbanka.me

In case of a discrepancy between the Framework Agreement and the General Terms and Conditions and/ or other documents of the Bank, the provisions of the Framework Agreement shall apply, followed by the

provisions of these General Terms and Conditions, and finally the Bank's documents. By entering into the Framework Agreement the Client confirms to be previously introduced with these General Terms and Conditions and to fully agree with them and accept them.

The Bank may, on the basis of a separate agreement, entrust to a third party, i.e. an agent, the performance of all or some of the payment services. In such a case, the agent shall provide payment services for and on behalf of the Bank, whereas the Bank shall be liable for all the acts and omissions of its agent in performing the delegated duties.

The Bank shall commit to provide the Client with information about itself as a provider of payment services, the use of payment services, the main characteristics of the payment services it provides and the data necessary for the correct input for payment orders, the fees, exchange rates and interest rates, the channels of communication between the Bank and the Client, protection and correction measures, the change and termination of the agreement, legal protection, and other issues provided by positive regulations. These General Terms and Conditions shall be considered an integral part of all the agreements on account opening and servicing, defined by regulations as transaction accounts.

II

BANK – PROVIDER OF PAYMENT SERVICES

Name:	ZAPAD BANKA AD PODGORICA
Address:	2b Moskovska Street, VII floor, 81 000 Podgorica, Montenegro
Registration number in the Commercial Registry:	40009448
Company number:	03032531
Tax Identification Number:	03032531
BIC/SWIFT:	ZBCGMEPG
Transaction account with the Central Bank	907-57001-31
E-mail:	info@zapadbanka.me
Website:	www.zapadbanka.me
Telephone:	+382 20 690 000
Fax:	+382 20 690 001
Supervisory body:	Central Bank of Montenegro
Bank License issued by the Central Bank of Montenegro:	0101-4014/67-3 of 30 th January 2015

III

DEFINITIONS AND INTERPRETATION

In these General Terms, the following words shall have the following meanings:

Acts of the Bank	all documents and decisions approved by the authorities of the Bank, its bodies and authorized persons, which are available to the Client through certain distribution channels that define the rights and obligations of the Client and all other persons to whom the rights and obligations towards the Bank are assigned, as well as of the Bank itself.
CVV Code	three-digit code on the back of a payment card, used in carrying out transactions on the Internet or MOTO / CNP transactions.
Distribution channels	all ways and means through which it is possible to access, contract and use the Bank's products and services; Bank's subsidiaries, the Bank's website, e-banking services, etc.
Direct debit	payment service for account debiting for payment of a Payer, where the payment transaction is initiated by the Recipient of the payment, based on the consent of the Payer given to the Recipient of the payment, or to the Provider of payment services of the payment Recipient or the provider of payment services of the Payer.
Date of execution of the payment order	A date on which the Bank charges a transaction account and/or transaction account – payment card of the Client or reserves the funds for the executed payment
Currency date of approval / debit	A date on which the Bank approves the account of the Provider of payment services of the payment recipient or a transaction account and/or transaction account – payment card of the Client.
Debit card	A payment card used for payments and charging of the transaction account, by transaction accounts – payment card with no delays.
Member state	The EU member state or a state signatory to the Agreement on European Economic Area.
E-banking	Services of remote access to information on Client's accounts and/or execution of payment transactions and transactions of currency conversions by using computer and telecommunication devices.
Identity document	A document submitted by the Client to the Bank for review, establishing the identity of the same, the nationality and the possibility of determining the place of residence (an identity card for residents; a passport or other appropriate ID with a photo for residents and non-residents).
Internet – banking	Is a service within e-banking, providing Clients with a possibility to access their transaction accounts and execute transactions remotely by using a computer and a device which enable the receiving or generations of OTPs.

Unique identification mark	combination of letters, numbers or symbols that the provider of payment services determines to the user of payment services, and with the user of payment service must indicate in order to unambiguously determine the other payment service user and / or transaction account of other payment service users which is used in the payment transaction (the unique identifier can be IBAN / BBAN / number of transaction account; BBAN is used in the payment system in the country and IBAN in international and cross-border payment transactions
One – time payment transaction	payment order, which contains information in accordance with the law.
Specimen signatures	list of signatures of persons authorized to manage funds in transaction account of the Client and/or transaction account – payment card, deposited onto the Bank's prescribed form.
Payment card user	A client or a person specially authorized by the Client to use the payment card.
Payment services user	Natural or legal entity using the payment service in the capacity of a payer and/or a recipient of the payment.
Client's contact address	An address given by the Client to the Bank in contracting of any product or service, or subsequently notified in writing to the Bank as an address to which the Client wishes to receive written notices from the Bank, if the address is different from the headquarters / residence / domicile of the Client
Credit transfer	A payroll service used by the Payer to initiate the execution of one or more payment transactions with their payment services provider, including the issuance of a standing order
International payment transaction	A payment transaction in which one provider of payment services provides a payment service in the territory of Montenegro and the other provider of payment services in the territory of a third country, as well as the payment transaction in which the same provider of payment services, provides payment service for one user of payment services within the territory of Montenegro, and for the same or other users of payment services on the territory of a third country
Mobile banking	Is a service within e-banking that gives Clients possibility to access their transaction accounts and execute transactions remotely, by using mobile telecommunication devices, such as a smart – phone, tablets and mobile devices.
MOTO/CNP transaction	<i>Mail order and telephone order</i> - postal and phone orders and <i>Card non-present</i> transactions - represent transactions whose performance at the point of sale does not require the use of Client's payment card

Payment order	An instruction submitted by the Client to the Bank, requesting the execution of payment transactions, which contains all the elements required by law, and according to the form of payment may be: a credit order, a debit order and transfer order.
National payment transaction	A payment transaction in which a provider of payment services of the payer and/or a provider of payment services of the recipient that perform the services on the territory of Montenegro participate
Non-consumer	A natural person who, in the agreement on payment services covered by these General Terms and Conditions operated within its registered economic activity as an entrepreneur, as well as legal entity.
Non-resident	A person defined in accordance with the law establishing current and capital transactions with foreign countries
Cash assets	cash money (banknotes and coins), the funds in the account and electronic money
Framework Agreement on rendering payment operation services (national and international payment transactions) Transaction account for execution of national payment transactions (BBAN) and Transaction account for execution of international payment transactions (IBAN) and Framework agreement on rendering payment operation services (national and international payment transaction through payment card) Transaction account for execution of national payment transactions (BBAN) and Transaction account for execution of international payment transactions (IBAN)	An agreement on payment services, governing the future execution of certain payment transactions, terms and conditions of managing the transaction account, transaction accounts – payment card as well as services related to transaction account and/or transaction accounts – payment card

(hereinafter referred to as: the Framework Agreement)	
Authorized person	A natural person authorized by the User of a payment service – an owner of the transaction account and/or transaction accounts – payment card or their representative to dispose of the funds from such an account, in accordance with internal acts of the Bank and/or special proxy to dispose with the funds on such an account.
OTP	<i>One – time password</i> – a one-time password when using Bank's service through internet, through a computer or mobile phone, obtained by the Client through services of providing information, hardware or software token, of a limited validity.
Bank's premises	Bank's headquarters and/or organizational units (subsidiaries, branch offices, counter, overseas representation offices)
Consumer	A natural person entering into the agreement on payment services covered by these General Terms and Conditions for purposes other than intended for his/her activities, business or profession.
Payer	A natural or legal person having the transaction account and/or transaction account – payment card and giving orders or consents for payment thereof, or a natural or legal person having no transaction account and giving orders for payment
Payment transaction	Deposits, credits or transfers of the funds initiated by either the payer or the recipient of payment, regardless of the obligations between the payer and the recipient of payment.
Recipient of the payment	A natural or legal entity whom the funds of the payment transaction are intended for
Provider of payment services	Persons that may provide payment services in Montenegro under law
Personalized security elements	data on the payment card along with the data associated with the card, enabling the Bank to identify the person who has the authorization to use the card, and in particular first and last name of the user of the payment card, payment card number, control number printed on the payment card, date of expiry of the payment card, PIN and signature on the card of the users of payment card, as well as OTP, TAN, CVV
Payment card PIN	personalized security element that makes a secret identification number of the Client, which is assigned by the Bank, known only to the cardholder and which is strictly confidential, and that serves to identify the user of the payment card and authentication for payment transactions requiring identification and PIN authentication

Payment instrument	personalized instrument and / or a set of procedures agreed between the user of payment services and provider of payment services, used by the user payment services to initiate the payment order
Payment card	payment instrument that enables its holder to pay for goods and services via the receiving device or remotely and / or that allows the withdrawal of cash or the usage of other services at the ATM or other self-service device
Special terms	requirements prescribed for a particular service of the Bank (e.g. e-banking, payment cards, services, etc.)
Reference	the numeric code generated during processing of payment orders in the Bank and that allows the payer / recipient of payment to identify the payment transaction.
Work day	part of the day in which the Bank or another provider of payment services of payment recipient / payer, who participate in the execution of payment transactions, operate and enable the execution of payment transactions to payment service user
Resident	A person defined in accordance with the law governing the current and capital transactions with foreign countries
Payment account	An account that provider of a payment service maintains in the name of one user of card payment services, and is used for the execution of payment transactions.
Tariff	A valid, publicized pricelist pursuant to which the Bank – among other things, charges the services related to the opening and maintaining the account and the execution of payment transactions
Token	hardware or software generator of OTP
Transaction account for execution of national payment transactions (BBAN) and Transaction account for execution of international payment transactions (IBAN) (hereinafter, altogether, referred to as: Transaction account)	A type of payment account open and managed by banks and other credit institutions providing payment services, a branch office of a credit institution from a third country having the seat in Montenegro and the Central Bank, on behalf of one user of payment services, for execution of national and/or international payment transaction and for other purposes related to payment – transactions services, which is open for consumers and non – consumers, natural and legal entities, residents and non – residents.
Transaction account – payment card	A type of account related to payment card, as a payment instrument. It is open for consumers and non – consumers, natural and legal entities, residents and non – residents. It records all financial changes, commissions and charges incurred by the usage of the Payment card, all in line with the Tariffs.

	At the request of the user of the main Payment card, it may open individually for all users of additional cards. “Transaction account” and “Transaction accounts – payment card” are hereinafter collectively referred to as the Accounts.
Standing order	A payment service for the execution of a credit transfer based on contractual relation between the Payer and its provider of payment service, by virtue of which the Payer approves to the Provider of payment services to issue a payment order by debiting the Payer’s transaction account and crediting the account of a certain Recipient.
Durable media	A means allowing the Client to preserve the data sent to him/her personally, in a way that such information remain available to them for future use for a period relevant for the data themselves, and enabling reproduction of stored data in an unchanged form.
Time – frame plan for the receipt and execution of payment transactions	Bank’s act defining the terms, methods and conditions for the execution of payment transactions
Agreement on payment services	An agreement establishing that a provider of payment services is committed to deliver certain payment services, i.e. a payment service, to the user of payment services, whereas the user of payment services is committed to pay the agreed fee therefor to the provider of payment services.
Notifications	A service within e – banking, enabling Client to receive notifications via mobile phone, i.e. texting them OTP or balance, inflows, outflows, information on Bank’s payment cards and their usage, including other information related to Bank’s operations via SMS, Viber and other notifications.
Account holder	A user of a payment service who signed the Framework Agreement with the Bank and has a transaction account and/or transaction accounts – payment cards in the Bank
Representative	A person being a legal representative of the Client under the Articles of Association, incorporation or other enactment or a person that enters into a business relation on behalf of the client, i.e. their representatives under special proxy.
Law	The current Law on Payment System in Montenegro, including the amendments thereof

With regard to the interpretation of the meaning of certain words in this part of the General Terms and Conditions, it is insignificant whether singular or plural or gender nouns were used or not, including a capital

letter or lowercase letter. The titles of individual parts are given for orientation and cannot form the basis for the interpretation of the General Terms and Conditions.

IV

TYPES OF PAYMENT SERVICES

These General Terms and Conditions shall define the performance of payment system services, these being:

- ✓ services that enable cash payment on the transaction account and/or transaction account – payment card, as well as all activities required for managing the transaction account;
- ✓ services that enable cash withdrawal from the transaction account, as well as all activities necessary for managing transaction account;
- ✓ execution of payment transactions, including transfer of funds on the transaction account and/or transaction account – payment card of the user of payment services, at the provider of payment services or with another provider of payment services, including
 - execution of direct debit, including one-time direct debits
 - execution of payment transactions through a payment card or a similar instrument
 - execution of credit transfers, including standing orders
- ✓ execution of payment transactions where the funds are secured by loans to the Client
 - execution of direct debit, including one-time direct debits,
 - execution of payment transactions through a payment card or a similar instrument,
 - execution of credit transfers, including standing orders;
- ✓ issuing and / or accepting payment instruments;
- ✓ execution of remittances.

Payment transactions executed by the Bank are divided into:

- 1) national;
- 2) international.

The Bank may conclude with the Client the Agreement on payment services as:

- 1) One-time payment transaction and/or
- 2) A framework Agreement

The Agreement (i.e. the order) on a one-time payment transaction regulates the execution of a payment transaction not covered by the Framework Agreement.

The Framework Agreement regulates the execution of future individual payment transactions as well as terms of opening, servicing and suspension of a transaction account and/or transaction account – payment card. In addition to the previously mentioned services, the Framework Agreement provides the Client with e-banking services, notification services, standing order / direct debit, payment cards and other payment services of the Bank.

Based on the submitted documentation to open a transaction account and/or transaction account – payment card and a signed Framework Agreement, the Bank shall open the transaction account(s) and/or transaction account – payment card and issue payment instruments to the Client.

The Bank shall carry out the agreed payment services in accordance with applicable regulations of the Central Bank of Montenegro, terms designated for execution and Timeframe plan for the receipt and execution of payment transactions of the Bank, which is an integral part of these General Terms and Conditions.

IV-1

OPENING, MANAGING AND TERMINATING TRANSACTION ACCOUNT AND/OR TRANSACTION ACCOUNT – PAYMENT CARD

1. Paying in the capital contribution

Prior to the opening of a transaction account, the founders of a legal entity shall pay the funds for the capital contribution. Payment shall be made to an account opened for this purpose, on the basis of which the Bank shall issue a certificate to the founders of a legal entity for the payment of the capital serving for registration of a legal entity with the competent authority. The Bank shall charge adequate fees for the issuance of said certificates. Upon registration with the competent authorities of Montenegro, and following the request of the Client, the funds designated as capital contribution shall be transferred to the newly opened transaction account of that legal entity. If registration process is intermitted, the capital contribution is returned to the payer at their request, with the obligation of the payer to return the original certificate of payment of the deposit to the Bank.

2. Payment of the funds for the increase of capital contribution

Payments are performed in favor of the transaction account of the client with reference number, referenced payments and with information about the account number and the name of a legal entity to which the increase of capital contribution is made. Following the execution of the payment, the Bank shall issue a certificate to the Client on the amount of the payment done for the purpose of increasing the capital contribution, i.e. capital increase, based on the written request of the Client therefor. In order to have the said certificates issued, the Client shall submit a valid decision on the increase of capital to the Bank, whereas the Bank shall charge the prescribed fee.

3. Opening of a transaction account and transaction account – payment card

The Bank shall open a transaction account and/or a transaction account – payment card for the Client on the basis of the concluded Framework Agreement. The Framework Agreement is concluded on the basis of the request of the Client for opening of transaction accounts, along which the documentation prescribed by these General Terms and Conditions shall be submitted. A request for opening a transaction account and/or a transaction account – payment card shall be submitted in the regulated form given by the Bank, which contains all the elements provided in the positive regulations.

The Client shall be responsible for the truthfulness and completeness of the information specified in the application for opening a transaction account and/or transaction account – payment card.

On the basis of application for opening of a transaction account and/or transaction account – payment card and submitted documentation, the Bank may conclude a Framework Agreement and open a transaction account for payments in the country and abroad and/or transaction account – payment card, i.e. for performing national and/or international payment transactions, as well as special purpose account. The Bank can open such types of accounts for residents and non-residents, consumers and non-consumer. Transaction accounts opened for performing national transactions are opened in BBAN format - Basic Bank Account Number, consisting of 18 numeric characters, while transaction accounts for performing international transactions are opened in IBAN format (International Bank Account Number), which consists of two alphabetic characters and 20 numeric characters.

In the process of opening a transaction account and/or transaction account – payment card, the Bank shall determine the identity of the Client and carry out other procedures that are in accordance with the current legislation governing the prevention of money laundering and terrorist financing in Montenegro. The Bank may require the Client to present other information or documentation, if the same is required by law or other regulations, as well as if deemed necessary in order to decide upon the said application.

The Bank reserves the right, in its sole discretion will and without giving particular explanation, to reject the application for opening a transaction account and/or transaction account – payment card, even though the Client meets the requirements specified in this paragraph. The bank shall deliver a written notice to the Client regarding the rejection, and, at the request of the Client, return the original documentation submitted for the purpose of opening an account and keep copies of the same.

The Client is responsible for the accuracy and completeness of all data based on which the Bank has opened and maintained a transaction account and/or a transaction account – payment card. The Client shall compensate the Bank for any loss or expense incurred from false and/or incomplete information provided by the Client. The Client shall notify the Bank immediately, in written form, of any change of data that is entered in the register of accounts at the Bank, no later than 3 days from the date of the change and submit the documentation to the Bank. In case the Client fails/delays to inform the Bank of the changes made, the responsibility for any damage related to the maintenance of the transaction account and/or transaction account – payment card will be borne by the Client. The Client shall submit all required data for persons authorized to represent and manage the funds. Client's transaction accounts are subject to controls by the competent authority in accordance with the current legislation.

When opening a transaction account and/or transaction account – payment card, the Bank shall inform the Clients, hence the Clients shall acknowledge, that the Bank, in case of receiving the requests from a foreign bank, related to the execution of transaction, may forward the information about the Client itself, as follows: The date of opening Client's transaction account of the Client with the Bank, actual business address of the Client, the beneficiaries of the Client and its related parties, and give a closer description of the Client's operations, the documentation which served as the basis for the execution of the transaction and other necessary information requested by the foreign bank from the Bank, in the process of execution of a transaction or for an already executed one.

Aiming to decrease the exposure of the card to potential misuse, the Bank provides for the opening of a transaction account – payment card for which the card is tied to, individually per user of a card.

The Bank shall open a transaction account – payment card based on the concluded Framework Agreement on providing the services of payment system (national and international transactions via payment card), hereinafter referred to as "the Framework Agreement – payment card". Framework Agreement – payment card shall be entered into on the basis of the Client's request to open a transaction account – payment card. If the Request for opening a transaction account – payment card is submitted along with the Request for opening a transaction account for the Client, the Bank shall use submitted documentation to open a transaction account. If a transaction account – payment card is open following the opening of Client's transaction account, the Client shall submit documentation envisaged by these General Terms and Conditions and other Bank's internal acts.

If the User of the payment instrument is a resident, they have the option whether to tie the card to their basic transaction account or to a transaction account – payment card.

If the User of the payment instrument is a non – resident, a transaction account – payment card shall be open, for all the users stated within the request.

The Bank shall open a transaction account/ transaction account payment card for the Client, provided that the Client personally submits the following documentation to the Bank:

- properly filled in request for opening the account
- Documentation enabling identification of the Client and persons authorized to dispose of the funds at the account, as well as other persons in line with the Law on Prevention of Money Laundering and Terrorist Financing, Law on Payment System, Central Bank Decisions on structure, conditions and manner of opening and terminating transaction accounts and other bylaws and Bank's internal acts.
- certificates and other documents for opening the account, whether required by the Bank itself or by the Central Bank of Montenegro or other regulatory body

In case of opening a transaction account which is exempted from foreclosure, according to positive regulation, the Client shall submit documentation based on which they prove that the said transaction account is to be exempted from foreclosure.

Once the Bank determines that the submitted documentation is complete, and that the requirements for opening a transaction account/transaction account payment card have been met, the Framework Agreement with the Client is entered into/the Framework Agreement – payment card.

4. Managing of transaction accounts

The funds in transaction accounts are kept as a vista funds, and the Bank participates in the system of protection of deposits with the Deposit Protection Fund in a manner stipulated by positive legislation.

The Bank maintains transaction accounts in the currency officially used in Montenegro, as well as in the currencies in Exchange rates list of the Bank, depending on the type of transaction account, and in accordance with the provisions of the Framework Agreement concluded with the Client.

The Bank shall record the execution of the Client's payment transaction at the level of its individual transaction account, and is obliged to daily update and record the information and to ensure the accuracy of the same per transaction account.

A Client - consumer may authorize, in writing, one or more persons, in the manner provided by the Bank, i.e. in accordance with the special power of attorney certified by a notary, a consular office or other competent authorities of foreign countries, provided that the document is properly certified for use abroad and accompanied by a translation of the court interpreter into Montenegrin language. In addition to the Client – consumer and the attorney, payment transaction may be initiated by legal representatives or guardians of the Client - consumer.

A Client – non-consumer shall designate authorized persons to dispose of funds at the account and timely inform the Bank on any changes thereto. The Client – non-consumer shall inform the authorized persons regarding their rights and obligations in the enforcement of authorizations for managing the funds on the transaction account. The Client – non-consumer shall be liable to the Bank for any damage incurred as a result of exceeding authority by its proxies., The Client – non-consumer may give, change and revoke the authorization to manage the funds in transaction account exclusively in writing, on Specimen signatures of the Bank ("KDP").

The Bank bears no responsibility for any damage incurred as a result of omission of the Client – non-consumer to timely deliver the notice to the Bank referred to in the previous paragraph.

5. Available balance of the transaction account/transaction account – payment card and manner of disposing of the funds

Available funds / balance, is balance on the transaction account/transaction account – payment card of the previous day increased by the daily inflow and the funds in approved overdraft credit, and decreased by the daily outflow and the amount of provisions from card operations, up to the moment of determining the balance.

The Client and the Bank agree that the Bank will receive its payment of funds on transaction account and/or transaction account-payment card, and will carry out payments and transfers of funds upon Client's order

within the available funds on the transaction account and/or transaction account – payment card, all in accordance with the Timeframe for the receipt and execution of payment transactions.

The Bank may approve loan limit or overdraft credit per transaction account, in accordance with the applicable internal acts of the Bank.

The Client shall keep their own records of operations per the transaction account and/or transaction account – payment card with the Bank, and ensure to have sufficient funds for the execution of the given payment order.

The Client shall submit payment orders to the Bank in Bank's payment system forms in paper form, via e-banking service, through payment card and on the basis of the contractual relationship between the Client and the Bank.

Payment instrument user, who connected the payment card to the transaction account – payment card, may perform the following transfers between their transaction accounts:

Natural persons – residents/non-residents

- Account holders, i.e. persons having proxy, may perform transfers from their transaction account to transaction accounts – payment cards by internal transfer/transfer order;
- Basic cards holders may perform returns from transaction accounts – payment card onto the transaction account by internal transfer/transfer order;
- Basic cards holders have the option to review the balance and turnover of the transaction account – payment card.

Legal persons – residents/non-residents

- Legal entity's persons with a proxy may perform transfers from transaction account to transaction accounts – payment cards by internal transfer/transfer order;
- Legal entity's persons with a proxy may perform returns from transaction accounts – payment card onto the transaction account by internal transfer/transfer order;
- Legal entity's persons with a proxy have the option to review the balance and turnover of the transaction account – payment card.

6. Bank's authorizations to dispose of the funds at the Client's transaction account and/or transaction account – payment card

Bank shall manage the funds in the Client's transaction account and/or transaction account – payment card on the basis of its contractual powers vested in the Bank.

In the process of foreclosure onto the Client's cash funds the Bank shall enforce the orders made by the competent authority, while it does neither establish nor check the relations between the Client and the person

indicated as a creditor therein. The Bank shall not be liable for the damage that could be caused by the implementation of unlawful or irregular order of the competent authority.

Under the positive regulations governing the implementation of foreclosure of cash funds, the Bank shall enforce the payment orders from the funds on transaction accounts within the available balance in these accounts.

In case of insufficient funds on transaction account and/or transaction account – payment card, the Client irrevocably authorizes the Bank to collect the contractual financial obligation from the funds from all its transaction accounts with the Bank, except from the transaction accounts that are exempted from foreclosure under applicable legislation. When The Client has several accounts in the Bank, the Bank is authorized, at its discretion, to determine the order in which to perform the collection and transfer of the funds for the execution of payment orders.

In case of unauthorized negative balances and outstanding, unpaid obligations on Client's transaction account and/or transaction account – payment card, the Client authorizes the Bank to charge the overdue accounts receivables from the Client, regardless of the basis of those receivables, by debiting any of the Client's accounts with the Bank.

In the event of incorrect authorization of funds to the transaction account of the Client, the Client shall return the funds that have been paid in on its transaction account without grounds. In case of the incorrect debiting or crediting of Client's account the Bank is authorized to correct the mistake and bring the transaction account to its original state. The Bank shall correct errors from the payment system in accordance with the Bank's internal regulations.

7. Freezing of the transaction account and/or transaction account – payment card

The Bank may freeze the transaction account and/or transaction account – payment card or a payment instrument for reasons related to:

- the security of the payment instrument;
- the suspicion of unauthorized use or use of the payment instrument having the fraudulent intent;
- in the case of a payment instrument with a credit line, which is related to a significant increase in the risk that the payer will fail in fulfilling its payment obligation
- in other cases, stipulated by law, as well as the Bank's internal regulations (related to foreclosure, the decisions of the competent authorities of Montenegro, Client's delays or failure to fulfill contractual obligations to the Bank etc.)

Through freezing referred to in the previous paragraph of this item of the General Terms and Conditions, the Bank may temporarily or permanently limit or suspend the usage of certain or all functionalities of the transaction account and/or transaction account – payment card and corresponding payment instruments.

The Bank shall also freeze the transaction accounts and corresponding payment instruments in case of learning about Client's death or in case of loss, disappearance or theft of the payment card, i.e. personalized security elements of other payment instruments.

The Client shall bear responsibility for transactions which have occurred until the moment of the receipt of a written application to the Bank related to the loss, disappearance or theft of the payment card, or another payment instrument.

The bank will freeze the transaction account and/or transaction account – payment card on the basis of the received order from the competent authorities and act further in accordance with applicable legislation. During the freezing of the transaction accounts, the Client and the authorized persons cannot manage the funds in transaction account. The Bank can freeze the transaction accounts to settle its outstanding claims, as well as for the purpose of obtaining the necessary documentation updates in accordance with the applicable Bank's internal regulations.

8. Closure/cancellation of transaction account and/or transaction account – payment card

Closure and/or cancellation of Client's transaction account and/or transaction account – payment card may be performed:

- at the request of Client - consumer / non-consumers
- without a request, if the client – non-consumer - ceases to exist as a legal entity under the law or other regulation (upon completion of the bankruptcy, liquidation, etc.).
- under the provisions of the Framework Agreement/Framework Agreement – payment card governing the matter between the Client and the Bank.

The Bank shall refuse to close the transaction account and/or transaction account – payment card to a person who has been blocked in the following cases, namely:

- a) for residents: in the process of foreclosure, freezing injunction, etc.;
- b) for non - residents: court decision, etc.

In the event of closure / cancellation of transaction account and/or transaction account – payment card, the Client shall submit an application to the Bank in writing. Transaction account and/or transaction account – payment card shall also be closed based on the decision of the Bank in the event that the client fails to comply with contractual obligations. The Bank may close the transaction account and/or transaction account – payment card in case the transaction account and/or transaction account – payment card is inactive continuously for a period of 6 (six) months.

After the death of the Client, the funds existing in the transaction account and/or transaction account – payment card shall be allocated on the basis of a final court decision on inheritance or other legally recognized basis for inheritance, after which Client's transaction account and/or transaction account – payment card shall be closed.

Each negative balance of transaction account and/or transaction account – payment card, which is not covered by a loan, shall be considered to be unauthorized overdrafts. If unauthorized overdraft occurs on a transaction account and/or transaction account – payment card, the Bank takes measures against the Client in accordance with the contractual provisions and the applicable internal regulations. The Client shall pay the

debt no later than 8 (eight) days from the day when the Bank delivered a warning with ordinary mail or cancellation by registered mail with a return receipt to post office with address of the client specified in the Agreement. If the client fails to settle the debt within a specified period, the bank takes further measures for collection of receivables: freezing of a transaction account and/or transaction account – payment card, the cancellation of overdraft, etc.

The Client is committed to settle their obligations towards the Bank, incurred under any circumstances, before submitting the request for closing the transaction account and/or transaction account – payment card.

9. E-banking

E-banking services comprise internet – banking, mobile banking and notification services. The Bank provides e-banking services to Clients who have their accounts with the Bank open. The Client shall require the activation of this service on their own when opening the account, which may be further canceled or activated based on Client's special request.

Natural persons are given the access to e – banking at their own request, in order to access the transaction account. In case a natural person is at the same time an authorized person for a certain legal entity, that natural person can be given e – banking for a legal entity, under the authorization by that legal entity. Bank's Clients, i.e. their representatives, are given the username upon conclusion of the Framework Agreement, whereas the password as well as OTP are texted to an active cell phone registered within the Application for opening a transaction account, or which has been changed by the Client by submitting a proper application. By using e-banking services the Client assumes all liabilities for payment transactions and currency conversion transactions, initiated via e – banking, as well as for keeping the secret code and password for access to the Internet and Mobile banking systems.

The Bank shall assume no liabilities for the damage that may be a consequence of the change of owner's phone number indicated by the Client in the Application to open transaction account, to which the Bank texts all relevant data needed to use the Internet banking and Mobile banking, as well as in cases when the Client or their representative or an authorized person loses or lends the card with a phone number to which the receipt of the Notifications has been set, when the card containing the phone number to which the receipt of the Notifications has been set has been stolen, when somebody else used, with or without Client's knowledge thereof, the card containing the phone number to which the receipt of the Notifications has been set. In each of these cases, the Client shall immediately, without undue delay, inform the Bank that the card containing the phone number to which the receipt of Notifications has been set is no longer at their or their representative's possession.

The Bank shall provide the Clients with access to user manuals for Internet Banking and Mobile Banking. User manual for the application may be found within the application itself, or by emailing it to the Client at his/her request to the e-mail address indicated within the Client's Framework Agreement.

The Bank may deny the access to E-banking for the Client in the following cases:

- 1) when Client's data security is jeopardized;

- 2) if the Bank receives the order to do so from a competent institution/agency, or if it believes such electronic account is misappropriated or if Client's or Bank's interests have been otherwise jeopardized.

The Bank shall assume no liability for cases in which the Customer cannot use the notification services, due to disruptions in telecommunication network, or other circumstances on which the Bank cannot have any influence. For e – banking services the Bank shall charge the fees in line with the Tariffs, accessible in branch offices and on Bank's website, through debit of Customer's transaction account.

Through activating e-banking, and signing the Framework Agreement, the Client accepts these General Terms and Conditions for Payment System Services for Consumers and Non – Consumers.

IV-2 PAYMENT SERVICES

1. The content of the payment order

The bank will receive and execute orders for transfer. Form and structure of the payment order is defined by the Law. An order for transfer is a payment order which requires transfer of funds of payment transaction. The content of the payment order must be duly completed, readable and signed by the payment services user. The Bank shall not be liable for the damage incurred as a result of delays in the processing of a payment order, if it has been caused by the need for additional contact to payment services user by the Bank for amendments and / or corrections of the thereof.

The content of the orders given in the payment system in country and abroad is different from the point of the documentation as it follows:

National payment system

Duly completed payment order, in accordance with provisions of the Law.

International Payment Operations

Duly completed order / request for international payments with all the necessary information on the payer, the account number of the payer, the amount and currency to be paid, the recipient of payment with instructions of payment, detailed description of the purpose of payment, payment options (the division of costs, and value date) and basis of payment (invoice / pro forma invoice / agreement / decision, agreement notes, etc.)

2. Signing the payment order/verification

All types of payment orders, i.e. requests/instructions/ for payment, submitted to the Bank's premises, must be signed by the authorized representatives on the Specimen Signature or other document deposited with the Bank and certified with a seal presented to the Bank (non-consumers).

When dealing with a transaction account and/or transaction account – payment card, the payment services user - consumer is required to identify him/herself with a valid identification document. When affixing signatures in operations dealing with a transaction account and/or transaction account – payment card, the signature of the payment services user -consumer must be identical to the signature deposited on the Request for opening the account/or payment card/.

Payment order shall be deemed unambiguously signed and certified by the payment services user – Payer if submitted to the Bank through E – banking.

Previous paragraphs refer to the orders on currency conversion.

3. Receipt of payment orders

The Bank receives orders for payment in accordance with the applicable and published Timeframe Plan for receipt and execution of payment transactions, with which the payment services user is informed in Bank's premises and on the website of the Bank.

Interbank noncash payment issued in paper form, will be accepted in accordance with the Timeframe Plan for the receipt and execution of payment transactions.

The payment services user and their authorized persons may give the Bank the authorization to debit the payment services user's transaction account and/or transaction account – payment card, perform regular or periodic payments, i.e. a standing order / direct debit. The Bank will carry out the standing order / direct debit in accordance with the terms and conditions defined by the payment services user. If the specified day of payment of standing order / direct debit is not a business day of the Bank, payment will be made on the next working day of the Bank. The Bank executes a standing order / direct debit only if the transaction account and/or transaction account – payment card has sufficient funds to cover the entire defined amount of payment and the Bank's fee for the provision of payments services. In the event that the Standing Order / Direct Debit is not executed by the Bank on a set day due to insufficient funds in the payment services user's transaction account and/or transaction account – payment card, the Bank will attempt to carry out payment afterwards, in certain number of days, or in accordance with the Agreement with the recipient and the applicable Timeframe Plan for the receipt and execution of payment transactions. Upon the expiration of the calendar month, the Bank will notify the Client about the inability of the execution of a standing order / direct debit or its rejection.

4. The accuracy of a payment order

The bank will make the payment at the expense of the payment services user's transaction account and/or transaction account – payment card, only on the basis of a correct payment orders that were issued by the

payment services user. The correct payment order is considered to be an order that meets the following requirements:

- ✓ that contains minimum required elements of payment orders in accordance with Law and these General Terms and Conditions;
- ✓ that there is a full coverage of funds on a transaction account and/or transaction account – payment card covering a payment of the amount of orders in the currency of payment, as well as coverage for a fee per transaction;
- ✓ that the order is, in its whole content, in accordance with applicable legislation and the Bank's internal regulations and that there are no legal impediments to its execution;
- ✓ that it has appropriate consent for payment in the manner specified by these General Terms and Conditions

5. Refusal of payment orders

The Bank shall not execute a payment order which has been corrected, crossed out, deleted or changed in any way, and for which there are no available funds i.e. the balance on the transaction account and/or transaction account – payment card for its execution. The Bank shall not execute a payment order for whose execution, at the currency date, there was no coverage on transaction account and/or transaction account – payment card or there existed the funds only for partial execution of the order, but not the full amount thereof. The Bank shall inform the payment services user about the refusal, the reasons for refusal and the procedure for correcting mistakes that led to the refusal. The order that is denied is considered as if not received.

The Bank has the right to refuse a payment order that meets all the requirements listed above if its execution would be contrary to the applicable legal regulations governing the prevention of money laundering and terrorist financing or internal documents of the Bank.

6. Revocation and changes to the payment order

Payment services user is entitled to request the revocation and the changes of the payment order from the Bank.

Domestic payment system

In order to revoke the payment order, the payment services user must submit the request for annulment to the Bank into the Bank's premises or via e-banking, until the payment order is sent to execution. Within domestic payment system, for the payment services user, it is not possible to change the details of payment upon the request being sent to execution within the e-banking.

International payment system

In order to revoke the payment order, payment services user must submit the request for annulment to the Bank, via email, from the email address registered within the Bank's system, or in Bank's premises or via e-banking, until the order is confirmed in Bank's foreign exchange application.

To change the details in the payment order within payments to abroad, the payment services user must submit to the Bank the request for changing the order via email from the email address registered in the Bank's system or in Bank's premises, in the part related to the payment basis (invoice, pro – forma invoice, contract/decision/conclusion, etc.) and/or correction of the details on the funds beneficiary (name/address).

In case the payment services user wishes to change other details of the payment order towards abroad, he/she must submit the request for annulment of the order, or in case the order is entered via e-banking, they can perform the changes of all the details, which further annuls all previously entered order and creates a new one with amended details.

Payment services user may request from the Bank the revocation of the payment order, upon the Bank receiving it and processing it within its system.

At the request of the payment services user, the revocation/change of the payment order towards the abroad is also possible to initiate upon processing the order via SWIFT, by submitting the request in the Bank for the change of order, by email from the email address registered in the Bank's system, on in Bank's premises, while the Bank shall not be held liable in case of non – performance of the return/change of the payment order.

The Bank shall send SWIFT by a message MT192 to a correspondent bank a request for revocation of payment and charge it according to a valid tariff.

Revocation of a standing order must be submitted to the Bank for the next month, at least one month before the date fixed for payment. In the case of direct debit when administering on agreed day, the payment services user may revoke a payment order at the latest by the end of the business day preceding the agreed day duties, not questioning the right of the payer on refund.

7. Consent for payment transactions

Payment transaction is deemed to be authorized only if the payment services user has given consent to execute the payment transaction. Consent is issued by undertaking one or more activities simultaneously. For the avoidance of any doubt, it is considered that the approval is given ex post when the payer - after already executed payment transactions - takes documents (certificates, certified payment orders, etc.) relating to that payment transaction. Payment services user gives consent for execution of payment transaction by signing and taking a copy of the payment order in Bank's premises, by forwarding the orders to the Bank via Bank's E-banking services, by signing on EFTPOS terminals.

The payment services user gives consent for execution of payment transaction depending on the channel for receiving payment orders and payment instrument, as follows:

- a) in Bank's premises: by issuing a payment order to an authorized employee of the Bank or by handing over signed payment order;

- b) by card: delivering the card and signing, by inserting the card into an ATM and entering a PIN, inserting the card in EFTPOS device and entering a PIN, or in the case of transactions carried out on the Internet (e-commerce payments) or MOTO / CNP transaction by entering CVV code;
- c) through E-banking: the user name, password and OTP;
- d) at the Recipient of Payment: by signing the order.

When, according to the applicable legal regulations for the execution of payment orders, certain additional documents or information are required in addition to duly filled payment orders, the Bank shall execute a payment order, if such documents and information are submitted or presented in a standardized form.

The payment services user accepts that his username, password and OTP entered in E-banking application, shall be an exclusive and unambiguous confirmation of the entree.

8. Authorization of payment transactions

By signing the payment order the payment services user - the consumer, and by affixing the signature and the stamp on the payment order the payment services user – non-consumer, thereby authorizes an individual transaction, confirming that the information given is accurate, and that the Bank, has informed him/her on the data from these General Terms and Conditions, before performing each individual transaction.

Consumer or non – consumer payment services user agrees that his/her username, password and OTPs, entered into the E-banking application shall be an exclusive and unambiguous confirmation on authorization of a single payment transaction, that the data he/she provided shall be accurate, and that the Bank has informed him/her, in the process of using the payment service, on the data arising from these General Terms and Conditions in advance, prior to execution of each individual transaction. Delivery / insertion of the payment card and correctly entered PIN serves as the exclusive and unambiguous confirmation of the executed service at an ATM or EFTPOS terminal. Confirmation of transactions conducted on EFTPOS terminal that does not have PIN module is done with a Card User / payment services user 's signature. Also, confirmation of transactions made on the Internet (e-commerce payments) or MOTO / CNP transaction is input of CVV code. At certain points of sale where the bank of a recipient of the payment, due to the speed of execution of transactions or technological prerequisites, defined the implementation of the transaction without the signature of the beneficiary or typing a PIN, for example pay tolls, contactless payments, etc., Cardholder gives consent for the execution of such transactions by the very act of using the card at the point of sale.

9. Proof of authenticity in execution of payment transactions

When the payment services user contests to have authorized an executed payment transaction or claims that the payment transaction was not correctly executed, the Bank will prove that the authentication of the payment transaction was carried out, that the payment transaction is accurately recorded and processed and that the execution of payment transactions is not affected by a technical failure or some other deficiency.

Authentication is a procedure that allows the Bank to verify the usage of a specific payment instrument including verification of its personal security elements, in accordance with the Law. A record in a database of a successful / unsuccessful login in the E-banking shall be considered a proof of a performed authentication, in application log with data on the date, time, card serial number, IP address from which the application was made and a description of the activities and record on conducted payment orders in the database tables with information on the date, time, amount, card serial number, actions by compartments (input, verification, other verification-authorization) and transaction account and/or transaction account – payment cards payments.

10. Execution of payments between payment service providers

Deadlines for execution of payment transactions between payment service providers are defined by the Time frame Plan for the receipt and execution of payment transactions of the Bank and shall be calculated from the receipt of the payment order.

11. International payments

Along with the payment orders submitted to the Bank, the payment services user shall also enclose the documents which prove the grounds and payment obligation. The Bank will receive a payment order made only in the context of the available balance on the transaction account. A total amount of the given task includes the amount of orders that need to be paid and the amount of all the fees the payment services user has to pay to the Bank for the execution of the said order. If balance of the transaction account is not sufficient for completing a given order, the Bank is not liable for the damage resulting from not executing the same. The Bank executes orders in accordance with the Timeframe Plan for the receipt and execution of payment transactions and Tariffs, with which the payment services user has been acquainted before the conclusion of the Framework Agreement.

While processing the payment orders, the Bank applies daily exchange rates list of the Bank, unless otherwise agreed with the payment services user. When buying and selling a foreign currency ("foreign currency") to the payment services user for payments abroad or for transferring on the transaction account, the Bank applies the purchase exchange rates from a regular exchange rates list of the Bank valid on the day of sale, unless otherwise agreed with the payment services user.

The Bank executes the proper payment orders via SWIFT/ Society for Worldwide Interbank Financial Telecommunication, in accordance with the Timeframe Plan for the receipt and execution of payment transactions.

The order containing the following minimum information shall be deemed to be a correct order: on the Client, the account number from which payment is made, the recipient of the payment (full name, address, IBAN, payment instructions), the purpose of payment, amount and currency of payment, payment options (urgency, cost coverage, etc.), with enclosed proper documentation for making payments (agreement, pro forma

invoices / invoices, decisions, statements, etc.) signed by the authorized person of the Client; as well as the order for which coverage is paid; and the order for which the cover fees on transaction account of the payment services user in the Bank is ensured. The payment services user authorizes the Bank to charge a fee for payment transactions service, the costs of intermediary banks incurred during the execution of payment transactions as well as compensation for the "OUR" option, out of funds available on its transaction accounts at the Bank, without giving special consent.

The payment services user shall be held liable for the accuracy of the data stated in the payment order and for the truthfulness of the operations/documentation.

The payment services user shall be liable for the accuracy of the information specified in the payment order and for the authenticity of the transaction / documentation. With electronic payments via E-banking, the Client shall be liable for the accuracy of the data entered for payment as well as for the entered reference code for the payment.

The Bank is free from liability for an extension of time of execution or non-execution of a payment order, if the cause of the implementation of measures in accordance with applicable legislation on the prevention of money laundering and terrorist financing and regulations on international restrictive measures and embargo measures as well as internationally accepted obligations in the field of prevention of money laundering and terrorist financing.

12. Payments from abroad

The Bank shall approve the transaction account of the payment services user with crediting the currency of account of the Bank abroad or in another domestic bank, on the day of receipt of SWIFT message MT 103 - single customer credit or after obtaining copies of the correspondent bank. In case the foreign bank or other local bank revokes or amends an order to the value date, the Bank will not process the inflow and is released from any responsibility or liability to the payment services user under this matter. In the event that the instruction / data submitted by the payment services user is not complete or documentation is not submitted or it is not adequate, the Bank is entitled to keep the present payment pending until the receipt of the missing information / instructions / documentation and approve the transaction account of the payment services user no later than the next working day from the day of the receipt of the missing, necessary instructions / data. In case of payment services user's failure to submit the necessary instructions / data / documentation to process the payment, within the deadline for the submission of data, the Bank is entitled to return the payment to the sender and charge their expenses from the payment. The payment services user authorizes the Bank to charge a fee for services and the cost of intermediary banks incurred during the execution of payment transactions from the funds available on its transaction account.

When processing the payment, The Bank enters the code grounds for payment on the basis of the data obtained from the SWIFT messages, or on the basis of information received from the Client. The Bank is authorized to request from the Bank's principal some additional information, if necessary, regarding the basis of payment and additional documents from the Client to identify the basis for the payment and in accordance with positive legal regulations governing the prevention of money laundering and terrorist financing.

The Bank shall not be liable for an extension of date of execution or non-execution of the order for approval of payment, if the cause is implementation of measures in accordance with applicable legislation governing the prevention of money laundering and financing of terrorism and regulations of international restrictive measures and embargo measures and internationally accepted obligations in the field prevention of money laundering and terrorist financing.

Upon receipt of cash funds on transaction account for payment transactions abroad, on the basis of international payment transactions, The Bank shall: 1) transfer received funds to payment services user's transaction account for the execution of the national payment transactions and / or 2) execute the payout of cash and / or 3) execute payments obligations abroad.

The payment services user, non-consumer and the consumer, according to the provisions of these General Terms and Conditions, authorizes the Bank to:

- a) on their behalf, execute transfers of funds from their account in national payments onto their account in international payments, for all payment inflows approved in favor of their account in the national payment system, and for the implementation of any transfer of funds from the principal's account to their account, in a currency other than EUR (euro) and instructs the Bank to perform the conversion of the aforementioned funds into primary currency of payments, specified by the principal, and to transfer these funds to their account in that currency, and
- b) on their behalf, during the internal transfer of funds through E - banking, in a currency other than EUR (euro), carry out the conversion of funds and transfer them to their account of the national payment system, and the transfer from this account to the account for the national payment of the beneficiaries of funds, in order to implement the transfer of funds from their account to the end user, according to the order given to the Bank i.e. delivered through E - banking.

13. Issuance and use of payment instructions

Upon the opening of the transaction account and/or transaction account – payment card, the Bank may issue payment instruments to the payment services user and/or their authorized persons, at a request or without a request made from the Client, under these General Terms and Conditions and special conditions for those types of services.

The Bank shall issue the payment card to the payment services user of the payment card, at his/her name.

In case a payment services user of a payment instrument is a resident, they have the option whether to tie the card to the basic transaction account or a transaction account – payment card.

In case a payment services user of a payment instrument is a non – resident, a transaction account – payment card shall be open, for all the users stated within the request.

Transactions performed using a payment card charge the transaction account/transaction account – payment card by the date of transaction. Payment card is issued to a named party, it is non – assignable and may be used exclusively by the person whose name is engraved on the payment card itself, and it is issued for a defined period of time. Payment card may be used as non-cash means of payment on points of sale in Montenegro and abroad, that have labels for payment cards when purchasing goods and services, as well as for cash withdrawals, exclusively up to the amount of the funds existing on the transaction account, and defined daily and monthly limitations. The payment services user, i.e. payment card user shall be liable for all the costs incurred by the usage of a payment card.

For all costs incurred in the country, the Bank shall debit the payment services user 's transaction account/transaction account – payment card in euros, and the amount of the costs incurred abroad is converted into EUR at the rate specified in the Framework Agreement.

The payment services user shall, without delay, report any loss, theft, disappearance or destruction of a payment card to the Bank.

To perform non-cash and cash payment transactions using payment cards, the payment services user shall sign all the necessary documents in accordance with the Bank's internal regulations and receives a payment card and PIN.

14. Bank's obligation related to payment instruments

The Bank shall

- 1) ensure that the personalized security features of the payment instrument are available only to the Client who is authorized to use such payment instrument;
- 2) ensure that in every moment adequate resources are available that will allow the Client to provide notice in accordance with paragraph 1 under 2) Part VI-1 of the General Terms and Conditions or to request unblocking of the payment instrument in accordance with paragraph 5 of Part VI-2 of the General Terms and Conditions;
- 3) at the request of the payment services user, provide adequate proof of the delivery of a notice in accordance with paragraph 1 under 2) Part VI-1 of the General Terms and Conditions, on condition that the request is filed within 18 (eighteen) months after the Bank's receipt of such notice;
- 4) prevent any use of the payment instrument after receiving the notification referred to in paragraph 1 under 2) Part VI-1 of the General Terms and Conditions.

The Bank bears the risk of delivery of the payment instrument and the personalized security elements of payment instruments to the Client.

15. Restrictions/limits for the usage of payment instruments

The payment services user and the Bank agree on the limits for payment transactions, which are executed with payment instruments that are subject to change, and on which the Bank notifies the Client through methods of communication defined by these General Terms and Conditions. The Bank determines the amount of daily and monthly limits for cash withdrawals at ATMs and payments for goods and services via EFTPOS terminals and notifies the Card User of such limits when activating the card. These limits are restricted with the limits of the network in which the payment card is used.

16. Responsibility for damage with payment cards

The payment services user is responsible for any damage resulting from misuse of payment cards to the moment of reporting the loss, theft, disappearance thereof. In case of loss, theft, disappearance of payment card for cash withdrawal where PIN is used, the damage shall be borne by the Client.

17. Replacement of payment card

The payment services user is required to return damaged or defective payment card to the Bank severed, personally or by mail. The Bank shall cancel a damaged one and issue a new card. The Client shall be charged for the service of card replacement in case of the damage, pursuant to the Tariffs for the card operations (residents and non-residents) of the Bank, unless the Bank decides otherwise.

V

FEES, INTEREST RATES AND EXCHANGE RATES

Bank's tariffs shall determine the amount of fees which the client shall pay to the Bank. Catalogue of the products defines the interest rates and the manner and deadlines for calculation of interest rates, as well as defining the value of changes per transaction accounts. Interests, fees, as well as the manner and deadlines for their calculation shall be variable in line with the said acts of the Bank.

The Bank shall calculate and charge the Client with the fees for opening, managing and termination/closing of the account, fees for executing individual payment transactions based on the Framework Agreement, in accordance with existing Tariffs available in Bank's premises and Bank's website, which were familiar to the Client prior to entering into the Framework Agreement and accepts them in whole, while agreeing with their application to the Framework Agreement. The Bank shall keep the right to debit the account of the Client, with no prior notification, if they do not settle their debts related to the opening, managing and closing of the account.

Any changes to the Fee Policy apply to the Framework Agreement from the date of its entry into force, until the expiration of the contractual relationship without concluding a separate annex to the Framework Agreement. Bank's activities related to the amendments to the Tariffs have been described in Part VIII of the General Conditions.

The Bank may arrange more favorable rates with the Client than the ones set out in the Tariffs. Client authorizes the Bank to directly charge, without giving specific consent, by giving payment orders, any of the

Client's accounts at the Bank for all fees of other banks calculated and / or charged from the Bank for corrections and reclamations upon payment – turnover transaction, that were made on the basis of incorrect instructions of the Client.

A Client agrees that the Bank calculates interest on funds on transaction account in accordance with the Bank's Catalogue of Products and agrees that the interest rate, as well as the methods and terms for calculation and collections, are changeable in accordance with the Bank's Catalogue of Products and its amendments, which are available to the client in bank's premises, which has been familiar to the Client prior to the conclusion of the Framework Agreement and fully accepts and agrees with its application on Framework Agreement.

The Bank shall inform the Client in writing, about the amended interest rate in accordance with the Law, prior to its entry into force, in the manner defined in Part VI of these General Terms and Conditions, in the event that amended interest rate is not more favorable than the currently valid one. The terms under which regular interest rates and penalty rates can be changed for the duration of this Agreement shall be determined by internal documents of the Bank that are publicly available to all clients.

For unauthorized overdraft on transaction account and/or transaction account – payment card, the Bank charges default interest in accordance with the positive regulations.

When executing foreign exchange payment orders, the Bank applies current exchange rates of the Bank and informs Client in advance on a specific exchange rate, or agreements with the Client a special exchange rate.

In order to convert foreign exchange currency, the Client may arrange a special exchange rate with the Bank, through inserting a special order for conversion into the E-banking application and authorizing it through OTP.

In unexecuted, unauthorized or incorrectly executed payment transactions by the Bank, the calculation of interest belonging to the Client is carried out in accordance with applicable legal default interest rate.

VI

COMMUNICATION – OBLIGATIONS TO INFORM THE CLIENT

A Client can obtain all information related to these General Terms and Conditions, as well as the Framework Agreement / single payment transaction in the Bank's premises and on the Bank's website, as well as upon personal request when intending to execute payment transactions. The manner in which the Client shall be informed about the amendments to the Framework Agreement, as well as its Schedules: General Conditions of Bank's Operations, General Terms and Conditions of Payment Operation Services for Consumers/Non-consumers in the Bank and the Tariffs, has been described in details in Part VIII of General Conditions.

Upon a receipt of payment order and its execution, the Bank shall submit to the Client, a copy of a filled payment order entered with a reference, the amount of the payment transaction in required currency, charges, and / or the exchange rate (if the transaction requires it), and date of receipt / processing of orders.

Framework Agreement, General Terms and Conditions, Term Plan for the receipt and execution of payment transactions, as well as the Fees for Payment transaction are written in easily understandable words and in a simple and comprehensible form.

For each individual payment transaction set directly by the payer, the Bank shall, at the request of the payer, provide information on the maximum execution time and of all fees incurred by the payer and the amount of each. The obligation to inform on the provision of payment service shall apply to the relationship between the Client who is a consumer and the Bank, and on relationship between the Client who is non-consumer and the Bank, unless otherwise agreed.

Maximum deadline for the execution of payment services with the Bank is determined by the Timeframe Plan for the receipt and execution of payment transactions.

The method and frequency of calculation of fees for the implementation of the order for payment shall be made in accordance with applicable Bank's enactments, unless otherwise agreed between the Bank and the Client.

The reference exchange rate for the conversion of foreign currency is done in accordance with the current exchange rate of the Bank in the event that it is required by transaction for payment order. The bank and the client may agree on a different reference exchange rate of the foregoing.

The calculation of interest on the funds on transaction account is performed in accordance with the Catalogue of Products, unless otherwise agreed between the Bank and the Client.

The Bank shall notify the Client on information related to the balance on transaction account and/or transaction account – payment card, denied or unexecuted orders, fees on this account, the amount, interest rate, exchange rate and other information of a payment transaction, in writing, at least once a month, through the account statement, without a charge, in an agreed manner.

The Bank makes available to clients, via the E- banking service, the same information via account statement, if client uses this service. The account statement of the transaction account and/or transaction account – payment card is deemed to be duly served by the bank if a client received it at the Bank premises, through the services of E - banking, or if it is sent by mail to the address or email address specified by the client. The Bank may also provide for any additional or more frequent notifications, at the Clients' request, for a fee established by the Tariffs of the Bank.

The Bank may delegate a complete processing of transactions, balances by transaction account and reporting to the Client thereon to a third party, that will submit the same information in the form of agreed statements of transactions and balances in transaction accounts and/or transaction account – payment card to client's address, and the Bank is committed to protect that information from unauthorized access as a Bank's or Business secret. The Bank may agree with the Client on a more frequent delivery of account statement per transaction account and/or transaction account – payment card than the established minimum by these General Terms and Conditions.

Language in which the above information is submitted and conclusion of the Framework Agreement is preformed is Montenegrin, unless otherwise agreed between the Bank and the Client.

For the duration of the Framework Agreement, the client is entitled, to request a copy of the Agreement and the General Terms and Conditions, in paper form or another durable medium.

VII

PROTECTION AND CORRECTION MEASURES

VII-1

OBLIGATIONS OF THE CLIENT AND THEIR AUTHORIZED AGENTS AS USERS OF BANK'S PAYMENT INSTRUMENTS

Client or their authorized agent who is authorized to use the payment instrument are obliged to:

- 1) use the payment instrument in accordance with the provisions of the Framework Agreement/ Framework Agreement – payment card governing the issuance and use of the payment instrument and
- 2) immediately notify the Bank or a person designated by the Bank of established loss, theft or misuse of a payment instrument or its unauthorized use. If notification of the loss, disappearance or theft of payment card or other instrument of use of funds from transaction account and/or transaction account – payment card is made by phone or e-mail, a Client is obliged to provide to the Bank, without delay, a confirmation of the disappearance in writing by submitting a written report to Cards Sector of the Bank.

Upon the receipt of the report of the missing payment card, the Bank shall block the missing card and prevent its further use. Bank will unblock the payment card, or replace the blocked payment instrument with a new one, after termination of the reason for the blockade of that payment instrument.

A client or his authorized person shall, immediately upon receipt of a payment instrument, take all reasonable measures to protect the personalized security elements of that payment instrument.

VII-2

BANK'S RIGHT TO BLOCK THE PAYMENT INSTRUMENT

The Bank reserves the right to block the payment instrument for objectively justified reasons, relating to:

1. security of the payment instrument
2. A suspicion of unauthorized use or the use of the payment instrument with the intent of fraud. The Bank is obliged to inform the User of the payment instrument on the intention and the reasons for blocking the payment instrument at the address / phone listed when opening a transaction account and/or transaction account – payment card. If the Bank is unable to inform the Client, it will do so immediately after the blockade. Exceptionally, in the case of justified reasons of security or contrary to legal regulations, the Bank will not perform the obligation of informing the Client.

Client is obliged to, without delay, inform the Bank of the established loss, theft or misuse of a payment instrument or its unauthorized use, in accordance with the provisions of the Framework Agreement. If this notification of loss, disappearance or theft of payment card or other instrument for use of funds from transaction account and/or transaction account – payment card, is made by phone or e-mail, a Client is obliged to provide to the Bank, without delay, confirmation of the disappearance in writing by submitting a

written report in the premises of the Bank. Upon the receipt of the report of the missing payment card, the Bank shall block the missing card and prevent its further use.

Bank will unblock the payment card or replace a blocked payment instrument with a new one, after termination of the reason for the blockade of that payment instrument.

VII-3

CLIENT'S LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Client consumer shall be responsible for executed unauthorized payment transactions:

- 1) to the total amount of € 150 (one hundred and fifty euros), if the execution of unauthorized payment transactions is a result of lost or stolen payment instrument or misuse of that payment instrument that occurred because the Client did not protect the personalized security elements of that payment instrument
- 2) in the full amount if acted fraudulently or not, intentionally or due to gross negligence, fulfilled one or more obligations under Part VII-1 of these General Terms and Conditions.

Exceptionally, if the execution of payment transactions is a result of the use of a lost or stolen payment instrument or the consequence of a misuse of a payment instrument, Client is not liable for unauthorized payment transactions

- a) made upon notice to the Bank in accordance with paragraph 1 item 2 of Part VII-1 of the General Terms and Conditions
- b) if the Bank did not provide adequate means for the notification of loss, theft or misuse of a payment instrument in accordance with Part IV-2 of the General Terms and Conditions, paragraph 1, item 14.

The provision of the previous paragraph under b) of this Part of the General Terms and Conditions shall not apply in the case of fraudulent activities of the Client.

If a Client – the consumer, fails to notify the Bank immediately after becoming aware of an executed unauthorized payment transaction, and not later than thirteen (13) months from the date of the charge, the Client loses the right referred to in this Part that they are entitled to in case of the execution of unauthorized payment transactions. The deadline of 13 (thirteen) months, shall not apply if the Bank failed to give the Client or make available to the Client the information about the executed payment transaction. In this case Client may realize its right under this paragraph in timeframe that is more than thirteen (13) months.

VII-4

RIGHTS OF CLIENTS – PAYMENT SERVICES USERS IN CASE OF UNAUTHORIZED OR INCORRECTLY EXECUTED PAYMENT TRANSACTIONS

In case of unauthorized payment transactions, wrongly executed payment transaction including delay of the execution, the Client – consumer - payment services user is entitled to require from the Bank a correction

of unauthorized payment transactions / orderly execution of payment transactions, i.e. interest or return of amount of incorrectly executed / unauthorized payment transactions in accordance with the law.

The payment services user shall lose this right if they fail to notify the Bank immediately after learning about incorrect execution of payment transactions or on unauthorized payment transaction, and not later than thirteen (13) months from the date of charge, i.e. the date of approval of transaction accounts. The deadline of 13 (thirteen) months shall not apply if the Bank failed to provide or make available to the payment services user that information on that payment transaction in accordance with the law. In this case Client may exercise the right referred to in paragraph 1 of this part of the General Terms and Conditions in timeframe that is more than thirteen (13) months.

VII-5

BANK'S RESPONSIBILITY FOR THE EXECUTION OF UNAUTHORIZED OR INCORRECTLY AUTHORIZED PAYMENT TRANSACTION

In case of execution of an unauthorized or incorrectly executed payment transaction, the Bank is obliged to, at the Client – consumer - payment services user's request for the return of amount of unauthorized payment transactions, return the amount of unauthorized payment transactions without delay, and in case of execution of an unauthorized payment transactions from transaction account it is obliged to return the balance on transaction account in the balance prior to the execution of the payment transaction. The Bank is obliged to return to payment services user all fees charged in connection with the executed unauthorized or incorrectly executed payment transaction and pay the accrued interest. In addition to the foregoing, in the case of the execution of unauthorized payment transactions, payment services user has the right to a difference up to full compensation for damages under the general rules on liability for damage.

VII-6

RESPONSIBILITY OF THE BANK FOR EXECUTION OF PAYMENT TRANSACTIONS INITIATED BY PAYER OR RECIPIENT OF PAYMENT

If a payment order is executed in accordance with the unique identifier the same is considered to be executed correctly in relation to the payment recipient, which is determined by the label by the payment services user. The Bank is not responsible for any failure or wrongly executed payment transaction to the payment services user, if the payment services user quoted the wrong unique identifier. If the payment services user provided other information (specification of information about the recipient) in addition to the unique identifier, the Bank is responsible for the execution of payment transactions only on basis of the unique identification codes. In this case, the Bank shall take reasonable steps to recover the funds from the incorrectly executed payment transaction, calculate and charge a fee to the payment services user for the service refund of the incorrectly executed payment transaction due to payment services user mistakes.

The bank is liable to the payment services user for the execution of payment transactions, which he initiated, except in the following cases:

- if the Bank proves that the provider of payment service of the recipient of payment received amount of the payment transaction in accordance with the law and an order for payment. In this case, the one responsible for the execution of payment transactions responsible shall be the provider of payment service of payment recipient, being liable to the recipient of payment;
- if there is a unique identifier specified by the payment services user, the Bank shall not be responsible for non-execution or incorrect execution of payment transactions, in part that relates to the incorrectly specified unique identifier;
- the responsibility of the Bank has been excluded in exceptional and unforeseen circumstances, which the party that is referencing to them could not control and whose consequences were unavoidable despite handling the issue with due care, as well as in cases when the bank was obliged to apply the other regulation.

The bank is liable to the payment services user -payer for the correct execution of the payment transaction initiated by the payer, except in the case if payer quoted the wrong unique identifier. In case the Bank proves to the payment services user -payer that the provider of payment service of the recipient of payment received amount of the payment transaction in accordance with the terms stipulated by law and payment order, provider of payment service of payment recipient shall be liable for the proper execution of the payment transaction to the recipient of payment. In such a case the provider of payment service of the recipient of payment is obliged to make available the amount of the payment transaction to the recipient of payment and approve the transaction account of the recipient, without delay.

In case of non-executed or incorrectly executed payment transaction initiated by payment services user -payer, the Bank shall, at the request of the payment services user -payer and regardless of its responsibilities, without delay, take measures to determine the flow of cash funds of the payment transaction and inform the payment services user -payer. In the event that the Bank is responsible to the payment services user -payer for non-executed or incorrectly executed payment transaction, it is also responsible to the payment services user -payer for all fees that it collected and all interest which belong to the payment services user in connection with the non-executed or incorrectly executed payment transaction.

When the payment transaction is initiated by or through the Recipient of Payment, except in cases where there is evidence that the Bank has properly transferred the payment order, when the beneficiary of payment service quoted the wrong unique identifier, and in the cases foreseen in Part X of the General Terms and Conditions, the bank whose is a recipient of payment shall be responsible to the recipient of payment for proper transfer of payment order to the provider of payment services of the payer and the value date and availability of funds in accordance with the received order and timeframe plan for execution of payment transactions.

In case that the bank, whose payment services user is a recipient of payment, is responsible for non-executions or incorrect execution of payment transactions, it is obliged to, without delay, re-submit the order

for payment to the provider of payment services of the payer. In the case of non-executed or incorrectly executed payment transaction which is initiated by or through the payment services user – recipient of payment, the Bank shall, at the request of the payment services user -recipient of payment and regardless of their responsibilities, without delay, take measures to determine the flow of cash funds and payment transactions and inform the payment services user -recipient of payment thereof. In cases where the Bank, whose payment services user is a payment recipient, is responsible for the non-executed or incorrectly executed payment transaction, it is at the same time responsible to the payment services user - payment recipient for the charged fees and interest payments that belong to the recipient in relation with the non-executed or defectively executed payment transaction.

When it comes to the orders for international payments, the Bank shall be liable to the payment services user – payer for duly executed payment transaction initiated by the payer, and to perform the following:

- 1) To deliver to its correspondent Bank or other Bank in the payment chain an order which completely fits the payment order of the payment services user – payer;
- 2) To deliver to the said Bank the funds sufficient for execution of payment transactions.

The Bank shall assume no liability for non-execution, or improper execution of the orders by other banks.

VII-7

RETURN OF FUNDS FOR AUTHORIZED PAYMENT TRANSACTION INITIATED BY OR THROUGH THE RECIPIENT OF PAYMENT

A payment services user -payer is entitled to reimbursement of cash funds from the Bank for the full amount for the authorized payment transaction which has already been executed, which is initiated by or through the Recipient of payment, if following conditions are met:

- a) approval for execution at the time given, is not given for the exact amount of the payment transaction and
- b) the amount of the payment transaction exceeds the amount which payment services user would reasonably have expected, taking into account previous spending habits.

A payment services user -payer may not rely on the right of return of cash funds if the reason for the realization of assumptions that consent was not obtain for the exact amount of the payment transaction, is the application of the reference exchange rate agreed with the Bank. The payment services user -payer and bank agree that payer is not entitled to a refund of money if following conditions are met:

- 1) if the payer gave consent for execution of payment transaction directly to his/her payment service provider
- 2) where applicable, if the bank or recipient of payment submitted or made available to the payer information on the future payment transaction in the agreed manner at least four weeks before the due date.

VII-8

REQUEST FOR RETURN OF FUNDS FOR AUTHORIZED PAYMENT TRANSACTIONS INITIATED BY OR THROUGH THE RECIPIENT OF PAYMENT

A payment services user loses the right to a refund of cash funds, if it does not submit a request for a refund to the Bank within eight weeks from the date of currency debt.

A Bank may require from the payment services user the data necessary for determining the assumptions in the previous paragraph of this part of General Terms and Conditions.

Within ten (10) working days of receiving the request for the return of cash funds, the Bank shall perform the following to the payment services user:

- 1) return the full amount of the payment transaction or
- 2) give explanation for the rejection of the return of cash funds with the obligation to indicate that if the payment services user does not accept given reasoning, client may submit a proposal for out – of – court settlement of disputes in the payment system.

Bank will not refuse to return funds, when it has been agreed in the case of direct debit between the Bank and the payment services user, when in the authorization the exact amount of the payment transaction was not specified at the time of authorization.

VIII

AMENDMENTS TO THE FRAMEWORK AGREEMENT

The Bank shall propose to the Client at least 2 (two) months before the intended implementation of the amendments to the Framework Agreement, as well as the amendments to its Schedules: General Conditions of Bank's Operations, General Terms and Conditions of Payment Operation Services for Consumers/Non-consumers in the Bank and Tariffs, in order for the Client to provide a statement on acceptance of the amendments in the submitted documents.

The amendments to the Framework Agreement shall be proposed by the Bank to the Client in a timely manner, by submitting the performed changes and/or amendments in one of the following manners:

- 1) In writing;
- 2) Via e-mail.

The amendments to the Schedules to the Framework Agreement: General Conditions of Bank's Operations, General Terms and Conditions of Payment Operation Services for Consumers/Non-

consumers in the Bank and Tariffs shall be proposed by the Bank to the Client in a timely manner, by submitting the performed changes and/or amendments in one of the following manners:

- 1) In writing;
- 2) Via e-mail;
- 3) Via E - banking
- 4) By publishing it on Bank's website, with Bank's obligation to text the Client to his/her phone an SMS with clearly given link to the website where the changes can be seen. Beside, the SMS has to contain the information about the phone number or electronic mail of the Bank to obtain information about other manners to personally become familiar with the amendments, as well as that they can personally familiarize with the amendments by visiting precisely stated Bank's premises.

In case the changes refer to the changes in interest rates and exchange rates, the Client agrees that the Bank may implement these changes immediately with no prior notices referred to in the paragraph 1 of this Part of General Terms and Conditions only if the proposed changes are favorable for the Client. The Bank shall in no later than 5 business days inform the Client in the manner described under the item 2 referred to in the previous paragraph of this Part of General Conditions.

In case the Client disagrees with the changes (except when the changes are more favorable for the Client hence they agree that the Bank shall apply them without prior proposal), they may cancel the Framework Agreement with no notice period and without being charged a fee. In such a case, the Client shall submit to the Bank the Statement on canceling the Framework Agreement in writing to the Bank's headquarters or its branch offices published on the website, latest by the day before the date determined for the changes to start having legal effect. If the Client fails to submit the Statement on canceling the Framework Agreement within the prescribed deadline, it shall be deemed that they have accepted the changes and that the Framework Agreement is still valid.

IX

DURATION AND TERMINATION OF AGREEMENT

The Framework Agreement is concluded for an indefinite period and is terminated with the cancellation or termination. The client and the Bank may at any time by mutual consent, in writing, terminate the Agreement with immediate effect. The Client may at any time unilaterally, in writing, to the address of the Bank, cancel the Framework Agreement with a notice period of 1 (one) month, except in cases provided in Part VII of the General Terms and Conditions with specified shorter period. The Bank may terminate the Framework Agreement concluded for an indefinite period, with a notice period of two (2) months. The Bank is obliged to send to the client a notice of termination of the Framework Agreement, in a clear and comprehensible manner, in paper form, at the last known address of the client. The notice period shall begin on the date of dispatch of notice.

The Client agrees that the Bank may cancel the Framework Agreement and/or individual agreement and agreement on additional services related to transaction account and/or transaction account – payment card

due to failure to exercise the rights and inactive operations under Agreement/s by the Client, if the period of failure to exercise the rights is longer than 6 (six) months continuously. The Bank shall charge the fee from the Client, in line with existing Fees, for the termination of Framework Agreement, for closing of transaction account and/or transaction account – payment card.

The client agrees that the Bank may terminate the Agreement in following cases:

1. if the client violates the provisions of the Framework Agreement or these of the General Terms and Conditions
2. if the client, at the conclusion of the Framework Agreement, delivered to the Bank misleading or untrue personal data or other information essential for the proper and lawful provision of services
3. if the client, while executing the Framework Agreement with the Bank, acts contrary to the applicable legal regulations governing the prevention of money laundering and terrorist financing, regulations on international restrictive measures and embargo measures, as well as international obligations in the field of combating money laundering and terrorism financing, the usual norms of behavior or morality or if it harms the reputation of the Bank
4. in the other cases specified in the Framework Agreement.

If the client has concluded several framework agreements with the Bank, termination of one of the agreements does not lead to the termination of other agreements, unless the closure of that account was due to the cases specified in paragraphs 1, 2, 3 and 4 of the previous paragraph of this Part of the General Terms and Conditions. The Client agrees that the Bank specifies procedures for closure of the transaction account and/or transaction account – payment card after the termination of the Framework Agreement. In the event of termination of the Framework Agreement the Client shall fully settle all obligations to the Bank by transaction account and/or transaction account – payment card as of the termination of the Framework Agreement. Existing funds on transaction account and/or transaction account – payment card which the Client did not dispose of after the termination of the Framework Agreement, i.e. for the duration of the notice period are available for the Client after termination of the agreement.

X

OUT – OF – COURT PROCEDURES

If the client believes that the Bank does not comply with the provisions of the Framework Agreement and / or agreement on individual transaction account and/ or transaction account – payment card or these General Terms and Conditions, a client may refer their complaint within thirty (30) days from becoming aware of relevant event / event itself. Complaints must be submitted in writing to the address of the Bank's headquarters. The Bank is required within seven (7) business days, or no later than 10 (ten) days of receiving the complaint, to provide a response to the Client's complaint.

The client and / or the Bank may submit a proposal for extra-judicial settlement of disputes in payment transactions to the Commission of extrajudicial settlement of disputes in payment transactions at the Bank Association of Montenegro.

XI

EXCLUSION OF LIABILITY

The Bank is excluded from liability for payment system operations inability in the case of objective disturbances in performing payment operations. Objective disturbances in operations are considered all events and activities that impede the performance of the activities of payment system, which are caused by force majeure, war, riots, acts of terrorism, strikes, interruption of telecommunication links and all other events which cannot be attributed to the Bank. Disturbances are considered termination of functioning or improper functioning of the RTGS system and SWIFT. Liability exclusion also applies to cases where the bank was obliged to act in accordance with applicable legislation.

XII

ADMINISTRATION OF DATA

Data collected by the bank in the course of operations, and are related to the Client, including information about his/her personality, as well as information on the payment transaction and/or transaction account – payment card and the balance and changes on transaction account of the Client make a banking i.e. a business secret. The bank, members of its bodies, employees and persons engaged by the Bank shall not disclose to third parties, submit, or make available access to such data, except in cases stipulated by applicable legal regulations.

In the collection and processing of clients' personal data, the Bank is obliged to act in accordance with the law governing the protection of personal data. The Bank may collect and process personal data for the prevention, investigation or detection of fraudulent acts or abuse in the payment system.

XIII

FINAL PROVISIONS

Client is obliged immediately, and no later than three (3) days from day of change occurrence, to inform the Bank in written form of any changes of Client's personal data, data on Authorized persons and other data relating to transaction account and/or transaction account – payment card or a specific additional service, if the Framework Agreement does not provide a different term. The bank is not liable for damage to Client or a third party that might occur for violating this obligation.

These General Terms and Conditions are available on the website and at Bank premises.

By signing the Framework Agreement, Client confirms to be informed with these General Terms and Conditions that he/she was given enough time to get familiar with its contents and that is in full compliance with them.

For contractual relations and communication between the Bank and the Client before and during the contractual relationship, the Montenegrin language is used, unless the Bank and Client agree otherwise. These General Terms and Conditions have been prepared in accordance with the applicable laws of Montenegro, which apply for their interpretation.

All potential disputes between the Bank and the Client that could arise from the Framework Agreement and these General Terms and Conditions shall be settled by applying the law of Montenegro. In case of dispute, a competent court is the one according to the Bank's headquarters. General Terms and Conditions shall enter into force on the day of its adoption and shall be applied to all agreements related to opening and managing of accounts within payment system, concluded until the date of entering into force of these General Terms and Conditions.

For all that is not regulated by these General Terms and Conditions, positive legal regulations, decisions and instructions of the competent authority, and acts of the Bank apply, with which the Client is informed before the conclusion of a Framework Agreement / order for a single payment transaction, and that are available at Bank's premises and its website.

These General Terms and Conditions shall enter into force on the date of its adoption, and shall be applied as of 16 July 2022. On the date of application of these General Terms and Conditions the General Terms and Conditions as of 29 October 2021 cease to have effect.