



Pursuant to Article 19 of the Statute of OTP BANKA SRBIJA A.D. BEOGRAD, President of Executive Board of OTP BANKA SRBIJA AD BEOGRAD has approved on 14.07.2020. the following:

## GENERAL OPERATING RULES OF CUSTODY AND DEPOSITORY UNIT

### I GENERAL PROVISIONS

#### Article 1

These Operating Rules are set to establish activities which the Custody and Depository Unit of OTP BANKA SRBIJA A.D. BEOGRAD (hereinafter CUSTODIAN) conducts for custody clients, the terms and conditions for conducting these activities, as well as other issues related with activities of CUSTODIAN .

These Operating Rules applies on all clients who use custody and depository services, except domestic Voluntary Pension funds and Open-ended Investment Funds subject to Public Offering, whose relations with bank are regulated by special CUSTODIAN Operating Rules.

### II SUBJECT OF ACTIVITIES

#### Article 2

The Operating Rules regulate the following operations:

- Opening and keeping securities accounts at the Central Register of Securities (hereinafter: the Central Register) in the name and for the account of legal holders – clients (proprietary securities account);
- Opening and keeping securities accounts at the Central Register in the name of the CUSTODIAN and for the account of legal holders – clients, and in the name of its clients who are not the legal holders of these securities, and for the account of legal holders (summary custody account);
- Opening and keeping cash accounts (special purpose accounts for settlement of securities trading);
- Opening and keeping securities accounts for foreign securities, as sub-accounts of custody account with Global Custodian or sub-custodian.
- Executing orders for the transfer of securities and order rights for the registration of rights of third parties onto these securities and ensuring the transfer of these rights under the securities;
- Collection of receivables from issuer under due securities, interests and dividends for the account of legal holders of these securities and ensuring the exercise of other rights to which the legal holders of securities – its clients, are entitled;

- Notifying shareholders on the annual assemblies of the company shareholders and representing them at these assemblies, in accordance with received authorization and instructions;
- Assisting in the regulation of tax liabilities of legal holders of securities - Bank clients;
- Operations involving financial derivatives, as well as other operations in accordance with the Law on Capital Market;

### **III CUSTODIAN Clients**

#### **Article 3**

In custodian operations, CUSTODIAN clients may be local and foreign, legal or physical persons that fulfill the prescribed conditions for client and which conclude with CUSTODIAN a custody operations contract.

#### **Article 4**

CUSTODIAN opens the accounts at the request of clients for the purpose of conducting certain operations prescribed under Article 2 of these Rules.

With the application, the client – legal person shall submit the following documentation:

- Decision on entry into Register with appendixes;
- Documentation which establishes ownership structure
- Certificate by the competent tax body on establishing the taxpayer's number;
- Details of persons with special authorizations and responsibilities;
- Other documentation required by OTP BANKA SRBIJA A.D. BEOGRAD, prescribed by the Procedure of opening servicing and closing of corporate accounts, KYC Procedure and the Prevention of money laundering and terrorism funding Procedure.
- Other documentation required by CUSTODIAN (ex. Contract on mediation and agency; on the financial market, concluded between the Client and broker).

#### **Article 5**

With the application, the client – physical person shall provide the following proves and documents:

- ID card (or passport, if client is a foreigner)
- Proof of availability of funds and securities for the execution of liabilities in relation with operations which CUSTODIAN shall concluded for his/her account;
- Other documents required by CUSTODIAN.

#### **Article 6**

The CUSTODIAN client shall be obliged to promptly advise CUSTODIAN in writing on each data change in the documentation which he/she has submitted jointly with the application for becoming CUSTODIAN client, and to deliver valid documentation.

#### **Article 7**

The documents and proves under Articles 4 and 5 of these Rules shall be submitted to the CUSTODIAN, which keeps the client's files and receives client orders, in accordance with the Custody Operations Contract.

#### **CUSTODIAN Client File**

#### **Article 8**

CUSTODIAN keeps a file for each client. The files contain documents and proofs submitted by the client with the application, including all subsequent changes and supplements, the balance and transactions on securities accounts, data on the computed and paid commissions and other information important for CUSTODIAN.

#### **IV Orders**

#### **Article 9**

Prior to receiving and executing the first order, the client shall conclude a Custody operations contract with CUSTODIAN, the constituent part of which is the Client's statement that operating rules have been made available to him prior to the conclusion of the contract and that he has been acquainted with its content, as well as that he is familiar with CUSTODIAN Tariff Rulebook.

#### **Article 10**

CUSTODIAN receives and executes client orders only when in accordance with the law, general acts and Custody operations contract.

Client can give the following orders to CUSTODIAN:

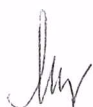
- securities settlement order
- securities transfer order
- corporate actions order

Elements of securities settlement order:

1. Name and address of client
2. Reference number sale or purchase,
3. ISIN
4. C/P name of the executer – broker
5. Date of trading
6. Date of settlement
7. Amount of the securities
8. Final amount
9. Place of settlement
10. Securities account number/cash account number
11. Place, date and time of order delivery/receipt
12. Signatures of authorized persons

Elements of securities transfer order:

1. Ordinal number of order,
2. Name and address of client,





3. Type and content of order (name of the issuer, ISIN, number of items, ordering account number, beneficiary account number and number of the legal ground and the date of the legal ground)
4. Place, date and time of order delivery/receipt,
5. Notification about the procedure for fees and charges calculation of order execution
6. Signatures of authorized persons.

Elements of corporate actions order:

1. Ordinal number of order,
2. Name and address of client,
3. Securities custody account number/cash account number
4. Type of legal activity
5. Name of the issuer and ISIN number
6. Significant events date and record date
7. Total number of shares on the custody securities account on record date
8. Number of shares that are the subject of the order
9. Instructions for acting (if CUSTODIAN represents clients in general meeting, precise instructions to the CUSTODIAN authorized person)
10. Identification data about proxy whom CUSTODIAN has to give power of attorney, as well as instructions for acting of that person (if the third person represents the Client on the general meeting)
11. Place, date and time of order delivery/receipt
12. Signatures of authorized persons

#### **Article 11**

The order may be issued in writing, directly or by mail, by SWIFT, fax, telephone or electronically. Content and the manner of sending orders by SWIFT must be in line with international SWIFT standards.

The order may be issued by phone, provided that the devices used allow the recording of conversation thereby ensuring accuracy and reliability, which implies cumulatively fulfilling the following conditions:

1. Establishing the exact order receipt time (date, hour, minute)
2. Identifying telephone number from which the order was given
3. Precisely identifying the client who issued the order

#### **Article 12**

CUSTODIAN is obliged to receive client orders in its business premises.

#### **Article 13**

CUSTODIAN shall provide the client a confirmation of order receipt or confirmation of order change or order revocation receipt by the next day of the date of order receipt at the latest, under terms stipulated by Contract.

#### **Article 14**

CUSTODIAN may decline to receive the order:

- In case the execution of the order would involve committing a crime penalized as a criminal act, corporate infraction or offense;

- If it is not specialized or has no technical possibility to execute a certain order;

When CUSTODIAN refuses to receive the client order, it shall be obliged to immediately inform the client accordingly and state the reason for the refusal.

CUSTODIAN may cede the execution of the order to another person authorized for conducting activities related with the order, if authorized to do so in the custody contract.

## **V OBLIGATIONS OF THE CLIENT**

### **Article 15**

The Client shall be obliged to:

- Promptly repay the commission and other fees under operations in Article 2 of these Rules;
- Open a pecuniary account at the bank member of the Central Registry and inform CUSTODIAN accordingly;
- Inform CUSTODIAN immediately about the change of identification data under Article 4 and 5 of these Rules in writing, as well as immediately submit the required documentation;
- Inform CUSTODIAN that he has concluded a contract with Investment firm, authorizing this broker-dealer to issue transfer orders to CUSTODIAN on the basis of trade orders and submit one copy of this contract to CUSTODIAN.

### **Article 16**

The Client undertakes to fully refund the CUSTODIAN for all expenses charged by the Central Securities Depository, in accordance with the regulations and the Tariff rules of the Central Securities Depository.

Also, The Client is obliged to pay to CUSTODIAN the commission or other fee for the provided services, in accordance with the Tariff rulebook signed between the client and the CUSTODIAN.

### **Article 17**

The Client is obliged, prior to issuing the order to CUSTODIAN to:

- Authorize CUSTODIAN to conduct the transfer and registration of rights under proprietary accounts and execute the incoming and outgoing payments under the pecuniary purpose account.

The authorization may be:

- Contained in the Custody Operation Agreement or;
- Provided on the basis of another legal operation.

### **Article 18**

When the client issues the Investment firm or an authorized bank an order for the sell of securities held on an account managed by CUSTODIAN, or when issuing an order for the buy of securities which it wants transferred to the account kept by CUSTODIAN, he shall be obliged to indicate in that order the name and seat of CUSTODIAN and his account number in CUSTODIAN.

The Client is obliged to sign the sales or buy order for securities, containing the authorization to the Investment firm, or an authorized bank to give the order for the transfer of these securities to CUSTODIAN, for the purpose of fulfilling obligations under buy and sell of securities.

## **VI OBLIGATIONS AND RESPONSIBILITIES OF THE BANK**

### **Article 19**

While conducting operations related with the opening and keeping of proprietary and custody account, CUSTODIAN shall conclude a contract with the client whereby it shall be obliged to either open a proprietary or securities account at the Central Registry and to execute these orders for the transfer of rights under securities in the name of the clients, or in its own name, for the account of the client, as well as execute orders for the registration of third parties on securities of clients and keep the balance of accounts on these securities, and the client shall be obliged to pay a fee for this service.

As organizational part of credit institution, which provides services defined by the Law on Capital Market, CUSTODIAN is a member of Fund for Investors protection. The Deposit Insurance Agency is in charge for organization and management of Fund for Investors protection. As a member of Fund for Investors protection, CUSTODIAN is obliged to provide clients with information about Fund and protection of investors, especially information about cases of insured clients' receivables, as well as about amount and way of payment per insured receivables.

### **Article 20**

While conducting the opening and keeping of custody accounts, the CUSTODIAN is obliged to keep special records on the securities and persons in the name of whom it is conducting these activities, to preserve data in the records as well as professional secrets and protect them from unauthorized use (must not disclose them to third persons, or use them or enable third persons to use them), and safeguard them from alteration or loss.

As an exception to the previous paragraph of this Article, data in this paragraph may be communicated and disclosed to third persons:

- Upon written authorization of the client;
- On the occasion of supervisions of legality of operations conducted by the Committee's authorized person;
- On the basis of order of a court or another authorized body.

CUSTODIAN may dispose with securities on the custody account only on the basis of the client order.

### **Article 21**

CUSTODIAN shall provide a notification of executed order by the day following the execution of the order for the transfer of securities rights and/or registration of securities rights, containing the following:

- Date and serial number of order receipt;
- Name and seat of client;
- Type and content of order;
- Manner of execution of the order (with indication that the order has been executed by that bank or another authorized person, and the name and seat of that other person and responsibilities of the CUSTODIAN for the execution of order of that other person);
- Place, date and time (hour and minutes) of order execution;





- Notification about calculation or amount of CUSTODIAN fee;
- Signature of authorized persons of the bank.

#### **Article 22**

CUSTODIAN shall ensure for the securities to be transferred onto the proprietary account of the client and the summary account of the bank on the date of settlement of liabilities under securities bought for the account of the client, as well as for pecuniary assets to be transferred to the pecuniary purpose account of the securities seller.

#### **Article 23**

CUSTODIAN shall operate the transfer of rights under securities between different accounts of the same holder and the transfer onto a account of the new holder, as well as the entry and deletion of third parties rights onto securities in the name and for the account of its clients, and/or in its own name and for the account of the client, by entering orders for the transfer of securities or orders for the registration of rights of third parties at the Central Register of Securities or another authorized legal person with which the client securities account is kept.

#### **Article 24**

CUSTODIAN shall submit statements of balance and transactions on securities accounts of clients as statements from the central database of the Central Registry, and the CUSTODIAN shall be obliged, a the client's request and within 3 days of the submission of the request at the latest, to submit a statement on transactions on the account of the client at the CUSTODIAN for the required period and a new balance of funds of the client's account on the date of submission of that statement.

In accordance with signed Custody operations agreement, CUSTODIAN is obliged to inform clients in agreed manner about significant events of securities issuers which can influence on their asset.

#### **Article 25**

CUSTODIAN is responsible for the regular and accurate execution of the client orders, in accordance with the operating rules of the Central Registry and the contract on membership in the Central Registry, concluded between CUSTODIAN, as clearing member and the Central Registry.

#### **Article 26**

CUSTODIAN takes action of proxy voting on general assembly of shareholders, by Power of Attorney received from client.

CUSTODIAN by their own internal regulations defines employees who represent clients on general assemblies of shareholders.

By the Power of Attorney for proxy on the general assembly of shareholders CUSTODIAN is committed to a client who owns voting shares of certain joint stock company to represent on the general assembly and according to instructions from the Power of Attorney, which is given for each assembly in particular, in the manner and under conditions specified by law on Securities and the statute of that issuer, the client is committed to pay the commission pursuant to the CUSTODIAN Tariffs.

When representing shareholders in paragraph 1 this article the CUSTODIAN shall be primarily



guided by the principles of protection of interests of shareholders, which represent. CUSTODIAN is obliged to warn shareholders who gave the Power of Attorney about all restrictions for such representation arising from the law and other regulations.

In cases where client whose custody account is opened with CUSTODIAN, decides for representing by a third person on the assembly of shareholders, the CUSTODIAN per client's order issues the power of attorney to that person. With orders for the issuance of such power of attorney, the Client is obliged to submit to CUSTODIAN also a copy of the proxy's identification document. CUSTODIAN in power of attorney does not disclose the identity of the Client, except on Client's request, but indicate the account name and evidence identification number from the Central registry, the related power of attorney. In addition to instructions for action which are listed and the business name of the issuer, ISIN number of securities which are subject of the power of attorney, power of attorney must contain proxy's name and surname, personal identification number and number of identification document.

The client, whose custody account is kept with CUSTODIAN, can participate directly in the General Meeting of Shareholders. In this case, the CUSTODIAN, at the client's sole request, issues a certificate revealing the client's identity. The certificate shall contain information on the name and number of the account as well as the registration identification number from the Central Securities Depository, specifying the client's information, his name, ID / TIN.

CUSTODIAN is obliged to the day after the execution of client's orders for the proxy on the assembly of shareholders, provide and submit to the client relevant information and data related to the executed order for proxy on the assembly of shareholders, if the executer of the order is CUSTODIAN.

#### **Article 27**

CUSTODIAN shall not be liable for:

- Prejudice occurring as the result of force majeure (war, combat, uprisings, drafts, epidemics, strikes, fire, explosions, natural disaster)
- Prejudice or delays caused by activities of third parties – banks and acts of authorities influencing the execution of order
- Prejudice caused by insolvency of the securities issuer and business banks;
- Prejudice caused by the breakdown of the data processing system of the Central Registry of Securities, errors or data loss in the process of immobilization and registration of bonds in the Central Registry of Securities, as well as by careless and unprofessional work, abuse and unauthorized disclosure of data on the account at the Central Registry of Securities.
- The accuracy, correctness and timeliness of execution of orders given outside the bank

#### **Article 28**

OTP BANKA SRBIJA A.D. BEOGRAD is liable with its property and assets for its obligations in accordance with its foundation contract, bank statute and legal provisions.

#### **Article 29**

CUSTODIAN clients shall be held liable for assumed legal obligations and prejudice inflicted to CUSTODIAN in any of the following case:

- 1) If they caused prejudice to CUSTODIAN by failing to observe laws and secondary legislation;
- 2) If they caused prejudice to CUSTODIAN by failing to observe CUSTODIAN acts and laws;





- 3) If they caused prejudice to CUSTODIAN by intentional or major negligence;
- 4) If they abused CUSTODIAN in order to achieve an objective which they as individuals are prohibited to achieve or in order to cause prejudice to creditors
- 5) If the undertook illicit activities and caused prejudice to CUSTODIAN regardless of whether for their own benefit or for the benefit of another person.

#### **Article 30**

CUSTODIAN performs custody operations for clients both in the domestic and foreign capital markets, in accordance with its policy, legal regulations and foreign market business practices. The Custody operations in the foreign markets CUSTODIAN perform through foreign Sub-Custodians or Central Depositories.

When selecting a Sub-Custodians, CUSTODIAN takes into account the expertise and market reputation, taking into account any regulatory requirements that may adversely affect the Client's rights.

CUSTODIAN shall hold, with the Sub-Custodian or with Central Depository, foreign financial instruments on behalf of the CUSTODIAN, and for the account of its clients, in a segregate or custody account of the CUSTODIAN for this purpose, and under the terms and conditions of the Sub-Custodian or the Central Depository, as well as under rules and practices that are valid in a particular market.

CUSTODIAN will provide a settlement of a transaction with foreign securities with the professional manner of a good expert, where the Client will be authorized to dispose of the foreign securities after receiving the confirmation of the settled transactions, which CUSTODIAN receives from the Sub-Custodian.

### **VII PREVENTION OF MISUSE OF INFORMATION NOT AVAILABLE TO MARKET AND OVER-THE-COUNTER TRADING PARTICIPANTS (INSIDER RULES)**

#### **Article 31**

CUSTODIAN - persons employed in the Custody department may not abuse information, which they received as part of their regular course of duty (insider information).

#### **Article 32**

Insider information represents any information pertaining to one or several securities issuers of buyers, or seller of financial instruments, which, should it be available to the public, would significant impact on the financial instruments price.

#### **Article 33**

A person who receives insider information must not realize property gains in trading with financial instruments, nor should they disclose this information to third parties or recommend a third party the buy or sell of the financial instruments.

### **CODE OF ETHICS**

#### **Article 34**

Persons employed in the CUSTODIAN and other employees are obliged to conduct operations in accordance with good business customs and business ethics and to act in a way that shall not jeopardize the reputation of CUSTODIAN.

#### **Article 35**



Persons employed in the CUSTODIAN and other employees may not:

- 1) Provide inaccurate information related with the securities trade, distort true or intentionally omit the true data
- 2) Participate in deals or activities aimed at misleading persons dealing with the buy and sell of financial instruments
- 3) Conduct activities that are contrary to CUSTODIAN operating rules.

#### **Article 36**

Persons employed in the Custody Department of CUSTODIAN and other staff members shall be obliged to ask for OTP BANKA SRBIJA A.D. BEOGRAD consent for conducting supplementary activities with other persons.

Supplementary activities with other persons may not be from the area of custody operations or the area of other employees assigned to securities trading, nor may they be in any way connected with conducting trading on regulated market, MTF and over-the-counter trading.

#### **Article 37**

Persons employed in the CUSTODIAN and other employees may not receive or give gifts, unless for marketing purposes, customary in business relations.

#### **Article 38**

Persons employed in the CUSTODIAN and other employees shall be obliged to immediately report to OTP BANKA SRBIJA A.D. BEOGRAD any person that violates a rule prescribed by CUSTODIAN or legal regulations.

#### **Article 39**

Persons employed in CUSTODIAN and other employees may not take part in the dissemination and conveyance of information, which might impact market conditions, as part of trading on regulated market, MTF and over-the-counter trade.

Persons under paragraph 1 of this Article may conduct discussions about unofficial information or information released in the public media in relation with operations which they perform on the regulated market, MTF and over-the-counter trade, provided that they indicate that these information is unofficial and that they state the source of these information.

#### **Article 40**

Announcements related with CUSTODIAN operations intended for the public and clients may be provided only by persons authorized by the President of Executive Board of OTP BANKA SRBIJA A.D. BEOGRAD.

#### **Article 41**

Persons employed in CUSTODIAN, authorized by the President of the Executive Board of OTP BANKA SRBIJA A.D. BEOGRAD, shall communicate with the public in accordance customary standards. These persons may not provide:

- 1) Information in which material facts have been omitted





- 2) Inaccurate or incomplete statements which may mislead as to financial instruments trading;
- 3) Forecasts as to the trends in financial instruments trading, unless provided with indications that they are just forecasts.

#### Article 42

Persons employed in the CUSTODIAN are obliged to guard as confidential all information which they receive in relation with their activities, and which still haven't become public and which might influence the financial instruments price.

CUSTODIAN for the purpose of performing its activities processes certain personal data of the owner of the Client, members of the clients' management body, as well as the persons authorized to represent the Client, i.e. the authority of the beneficiary of the Client, and other persons. Personal data is any data related to the natural person whose identity is determined, determinable, directly or indirectly, i.e. any data:

- a) which the person disclosed to the CUSTODIAN, verbally or in writing at the time of communication with the CUSTODIAN, irrespective of the purpose of the communication, including telephone communication, digital communication, personal communication CUSTODIAN premises or via the Internet presentation of the CUSTODIAN;
- b) gathered at the time of establishing contractual relation with the CUSTODIAN in relation to new products and services;
- c) contained in requests and forms prior to establishing contractual relation with the CUSTODIAN;
- d) collected at the time of participation of the natural person in client satisfaction survey;
- e) which the CUSTODIAN becomes aware of by providing the person banking, financial and related services, as well as services involving negotiation of products and services of CUSTODIAN partners;
- f) forwarded to the CUSTODIAN by banking group that the CUSTODIAN belongs to;
- g) arising from the processing of any of the foregoing personal data.

CUSTODIAN is obliged to process personal data in a legal, honest and transparent manner. Personal data processing must be aligned with the Law on Personal Data Protection and the laws regulating data processing. Personal data may be gathered for the purpose that is specifically defined, explicit, justified and legal and may not be further processed in a way that is contrary to such purpose. Personal data must be appropriate, important and limited to "must know" basis in relation to the purpose of its processing; it has to be exact and, where necessary, updated. The CUSTODIAN shall take all reasonable measures to ensure that inexact personal data are immediately either corrected or deleted.

Personal data shall be stored in a form that allows identification of persons only within the term necessary for achieving the objective of the storage. Personal data processing shall be made in a way that ensures appropriate personal data protection, including protection from unauthorized or illegal processing, as with as in case of accidental loss, destruction or damage, by applying appropriate technical, of organizational and human resources measures.

CUSTODIAN shall process personal data for purpose and in a way that is necessary and suitable for performing it's own activity and such processing will be legal only if any of the following conditions has been met:

- 1) the data subject accepts to process his/her personal data for one or more specially defined purposes (personal data processing based of consent);
- 2) processing is required to implement the contract concluded with the data subject or for the purpose of engaging in action, at the request of the data subject, prior to concluding the contract;
- 3) processing is necessary in order to met legal obligations of the CUSTODIAN;
- 4) processing is necessary in order to protect vitally important interests of the data subject or another natural person;
- 5) processing is necessary in order to exercise the CUSTODIAN authorizations prescribed by law;





6) processing is necessary in order to exercise legitimate interests of the CUSTODIAN or third parties, unless interests and basic rights and freedoms of data subject that require personal data protection prevail over such rights and interest, especially if the data subject is a minor.

No consent of natural person is required for the processing of personal data of persons whose contact data is delivered to the CUSTODIAN for the purpose of providing the Depositor with direct marketing and market research, as this data are processed on the basis of legitimate interests of the CUSTODIAN, in accordance with the Law on Personal Data Protection. The mentioned natural persons are entitled to explicitly state that they do not wish their personal data to be subject to processing for purposes related to direct marketing or market research, and the CUSTODIAN shall have the obligation to enable them to make a related decision. In this case data on persons relating to the stated natural persons shall not be processed for this purpose. In such cases personal data related to mentioned natural persons shall not be processed for these purposes.

CUSTODIAN, as personal data handler, is obliged at the time of data gathering about a specific person, to provide such person the following information:

- 1) contact details of the CUSTODIAN and of its representative, if he has been appointed;
- 2) contact details of person assigned to personal data protection;
- 3) purpose and legal ground of the processing;
- 4) existence of legitimate interest if the processing is done on the basis of such legal ground;
- 5) data about the receiver or group of receivers, if any;
- 6) about the fact that it plans to transfer personal data to another country or international organization (nature of transaction), and reference to appropriate protection measures;
- 7) about the right to lodge a complaint to the Commissioner for the Protection of Personal Data;
- 8) about the fact that providing personal data is a legal and contractual obligation and necessary condition for concluding a contract, and that the data subject is obligated to disclose his/her personal data, as well as about possible consequences for failing to disclose data, and
- 9) about existence of automated decision-making process.

Personal data shall be kept during the contractual relation, i.e. as long as the data subject agrees to the processing of his/her data, and within a term which binds the CUSTODIAN to preserve certain personal data, in which case active processing of this data for other purposes shall not be possible, but only to the keeping of such data for purposes prescribed by law.

Personal data processed by the CUSTODIAN may be ceded to third persons based on:

- 1) consent of data subject;
- 2) implementation of contract in which one side is the data subject;
- 3) provisions of the law.

Personal data may be submitted to state or other bodies to which the CUSTODIAN is authorized or obliged to submit personal data on the basis of the law regulating data disclosure. Personal data may also be provided to persons with whom the CUSTODIAN concluded a contractual relation, to service providers and persons engaged by the CUSTODIAN who due to the nature of their work have access to personal data. All persons who, due to the nature of the work they perform for the CUSTODIAN or with the CUSTODIAN have access to personal data are required to keep such data confidential as business secret, in accordance with the Law on banks and other legislation regulating data secrecy. Contracts with these persons are aligned with the requirements of the Law on Personal Data Protection.

Subjects whose personal data are processed by the CUSTODIAN are entitled to access all their personal data, to correct, complement and delete them, in case that there is no ground for processing, limitation, transferability or objection. A data subject may withdraw his/her consent at any time. The withdrawal of consent does not affect the legality of the processing based on consent prior to withdrawal. Prior to giving consent, the data subject shall be advised accordingly.



The CUSTODIAN is obliged to enable that withdrawal of consent is equally simple as giving granting consent. “

You may contact [dpo@socgen.com](mailto:dpo@socgen.com) (DPO) to obtain the right to access, modify, remove, object to the processing of personal data and temporarily or permanently remove your information.

#### **Article 43.**

The Client has the right, if he considers that CUSTODIAN does not comply with the provisions of the law, General Terms and Conditions, good business practices related to providing financial, under the conditions and in the manner prescribed by law and prescribed by the National Bank of Serbia, to file a complaint with CUSTODIAN in writing, the right to file a complaint with the National Bank of Serbia in writing, as well as the right to settle disputed relations with CUSTODIAN (mediation procedure) out of court, conducted by the National Bank of Serbia or another body or person authorized to mediate.

CUSTODIAN is obliged to consider the complaint and to respond to the Client as the complainant within a reasonable time, but not later than 15 (fifteen) days after the receipt of the complaint. Exceptionally, if the CUSTODIAN for reasons other than its will cannot provide a response within the specified time limit, this time limit may be extended by a maximum of 15 (fifteen) days, of which the CUSTODIAN shall notify the Client in writing.

In case that the Client is not satisfied with the response received by CUSTODIAN, or if CUSTODIAN does not respond to the objection within the deadlines specified in the previous paragraph of this Article, the Client may file a complaint in writing to the National Bank of Serbia via the Internet presentation by the National Bank of Serbia (on the above page) or by post to: National Bank of Serbia, Sector for Protection of Users of Financial Services, Nemanjina no. 17, 11000 Belgrade or Post office 712,11000 Belgrade within 3 (three) months from the date of receipt of the response by the CUSTODIAN or the expiry of the deadline for submission of the response by the CUSTODIAN to the filed complaint.

Disputed relationship can also be resolved in extrajudicial procedure - mediation procedure before the National Bank of Serbia, in everything in accordance with the regulations

#### **Article 44**


OTP BANKA SRBIJA A.D. BEOGRAD, persons employed in the CUSTODIAN and other employees may not trade with certain financial instruments if they are in possession of information, which still isn't available to other Buyers about specific financial instruments, nor may they receive orders for execution from persons considered to be in possession of this information.

#### **Article 45**

Persons employed in the CUSTODIAN and other employees of OTP BANKA SRBIJA A.D. BEOGRAD assigned to securities trading, may not have a share in the gains under operations conducted for their clients nor may they give promises or provide any guarantees under these operations.

### **IX NOTIFICATION TO CUSTODIAN**

#### **Article 46**





Clients – legal persons shall be obliged to provide information, data and reports at the request of CUSTODIAN, which CUSTODIAN considers important for the protection of public interest and the interest of clients.

#### Article 47

CUSTODIAN clients – legal persons shall be obliged to immediately and in writing inform CUSTODIAN about:

- 1) Changes and supplements to founding acts and statute
- 2) Change of management and other persons authorized to conduct business operations in the name of CUSTODIAN
- 3) Changes of statute
- 4) Acquisition or expiry of client status at another financial market mediator
- 5) Increase or decrease of capital assets
- 6) Change of majority client founder
- 7) Possible or actual client insolvency
- 8) Measures imposed by competent bodies against the client
- 9) Initiation of bankruptcy or receivership procedure against a client
- 10) Other important information for operations, which CUSTODIAN conducts for the account of the client.

#### X MISCELLANEOUS

#### Article 48

These Rules shall enter into force on the day of their adoption at the meeting of the Executive Board of OTP BANKA SRBIJA A.D. BEOGRAD and are published on the website: [www.otpsrbija.rs](http://www.otpsrbija.rs), the next day from the day of their adoption, and they start to apply on the eighth day from the day of their publication on the bank's website. With the entry into force of these Rules, the General Operating Rules of Custody Unit from 01.10.2019. shall cease to apply.

Belgrade, 14.07.2020.

President of the Executive Board



Predrag Mihajlovic

