

GENERAL TERMS AND CONDITIONS FOR SINGLE PAYMENT TRANSACTIONS

I Opening Remarks

OTP banka Srbija a.d. Novi Sad, as the payment service provider (hereinafter: the Bank) under these General Terms and Conditions for Single Payment Transactions (hereinafter: General Terms) regulates mutual rights and obligations between the Bank and user of payment services with reference to performance of single payment transactions required from the Bank by a user of payment services without an account at the Bank, or if the user has an account, it is not used to execute single payment transactions in accordance with the law governing payment services (hereinafter: the Law).

An integral part of these General Terms is the Time Schedule - Time of Receipt and Execution of Payment Orders (Private Individuals and Private Individuals Registered as Agricultural Households) or Time Schedule - Time of Receipt and Execution of Payment Orders (Legal Entities and Entrepreneurs and the Pricelist of Fees and Costs - Private Individuals and Private Individuals Registered as Agricultural Households or Pricelist of Fees and Costs of the Corporate Division, or Pricelist of Fees and Costs of the Corporate Division Non-residents or Pricelist of Fees and Costs of the Retail Division, Small Business Directorate, depending on the segment the user belongs to.

Basic details of the Bank:

Business name: OTP banka Srbija a.d. Novi Sad
Head office: Novi Sad, Trg slobode 5
Tax identification number (PIB): 100584604
Official registration number (MB): 08603537
Account number at the National Bank of Serbia: 908-32501-57
Bank website: www.otpbanka.rs
SWIFT: OTPVRS22
e-mail address: info@otpbanka.rs
Mailing address: Novi Sad, Trg slobode 7
Info tel: +381 (0) 21 421 077 and +381 11 30 11 555

Operating permit issued by the National Bank of Yugoslavia by Decision G.br. 415 on 05.05.1995. The supervision and control of the Bank is performed by the National Bank of Serbia, Belgrade, Kralja Petra 12 and Nemanjina 17 (hereinafter: NBS) in accordance with legislation regulating operations of banks.

II Meaning of Certain Terms

Certain terms that are used in these General Terms shall have the following meaning:

- 1) **User** means a natural person, natural person – holder of a registered agricultural household, legal entity or an entrepreneur that uses or used a payment service in the capacity of a payer and/or payee or has contacted the Bank in order to use the service of performing a single payment transaction;
- 2) **Payment transaction** means a single payment transaction of payment, transfer or withdrawal of funds, which is initiated at the Bank by the User as a payer or a payee without having a payment account with the Bank, or if it does have one, it is not used for execution of a payment transaction by issuing a payment order under which execution of a payment transaction is requested, irrespective of the underlying obligations between the payer and the payee;
- 3) **Payment order** means an instruction by the User as payer or payee to the Bank as a payment service provider, requesting the execution of a payment transaction;
- 4) **Payer** means a natural person, natural person – holder of a registered agricultural household, legal entity or an entrepreneur that issues the payment order;

- 5) **Payee** means a natural person, natural person – holder of a registered agricultural household, legal entity or an entrepreneur designated as the recipient of funds that are the subject of a payment transaction;
- 6) **Business day** means a day, i.e. part of the day in which the Payer's or Payee's payment service provider operates, so as to enable execution of the payment transaction. The Bank defines a business day and it is different for internal, external and paper orders, and orders received electronically, where it is understood that the received orders must be realised within a Business day defined by the Time Schedule;
- 7) **Account number** means a combination of letters, numbers and/or symbols that the User is obligated to state in order to execute the payment order correctly;
- 8) **Unique identifier** means a combination of letters, numbers and/or symbols that the payment service provider determines for the user of payment services and, which is used in the payment transaction for unambiguous identification of that user and/or user's payment account and/or user's payment card. Within the meaning of these General Terms, a Unique identifier means the payment account number of the Payer, i.e. Payee, i.e. Payment card number of the User;
- 9) **Time schedule** means a special Bank Act which defines the time of receipt and the time of execution of payment orders, the conditions and manner of the execution of payment transactions, both domestic and international payment transactions. The Time schedule is placed in the branches of the Bank and on the website of the Bank;
- 10) **Pricelist of Fees** means a special Bank Act entitled Pricelist of Fees and Costs - Private Individuals and Private Individuals Registered as Agricultural Households or Pricelist of Fees and Costs of the Corporate Division, or Pricelist of Fees and Costs of the Corporate Division Non-residents or Pricelist of Fees and Costs of the Retail Division, Small Business Directorate, depending on the segment the user belongs to, which defines all types and amounts of fees and costs charged by the Bank to the User for the provision of payment services. The Pricelist of Fees is placed in the branches of the Bank and on the website of the Bank;
- 11) **Domestic payment transaction** means a payment transaction in which the payer's payment service provider and payee's payment service provider provide such service within the territory of the Republic of Serbia;
- 12) **International payment transaction** means a payment transaction in which one payment service provider provides this service in the territory of the Republic of Serbia, and the other payment service provider in the territory of a third country, as well as a payment transaction in which the same payment service provider provides the service in the territory of the Republic of Serbia for one payment service user, and in the territory of a third country for that same or other payment service user. Until the Republic of Serbia becomes a part of the European Union, a domestic payment transaction between residents and non-residents or between non-residents that is executed in dinars, will be considered international payment transaction. For the requirements of these General Terms, international payment transaction is also a domestic payment transaction executed in a third country currency.

III General Provisions

These General Terms apply to the contractual relationship between the Bank and the User which has been established to execute a single payment transaction that is not encompassed by the Framework Agreement on Payment Services.

It shall be considered that the User has established a contractual relationship with the Bank in terms of a single payment transaction by giving a payment order to the Bank.

The Agreement on Single Payment Transaction is comprised of a signed or authorised payment order of the User, General Terms, Pricelist of Fees, Time Schedule and the Bank exchange rate list which is applicable as of the transaction execution date in the event of currency exchange.

The Agreement on Single Payment Transaction does not regulate execution of future payment transactions.

The Bank is obliged to perform payment services in terms of executing single payment transactions in accordance with these General Terms.

Unless expressly agreed otherwise in written form, the Bank shall assume no obligations and responsibilities save for those regulated by the General Terms and applicable legislation.

IV Execution of Single Payment Transactions

By giving a payment order to the Bank to execute a single payment transaction, the User confirms that the Bank has provided such User, within a reasonable time prior to giving such payment order, the information on:

- Data on the Unique Identifier or other data which the User of payment services is obliged to state for proper execution of the payment order;
- The timeframe for execution of the payment transaction;
- The type and amount of all fees which the Bank charges to the User of payment services, and if the Bank charges these fees in sum – the type and amount of each individual fee making up the summary fee.

At the User's request, the Bank will provide the information from the previous paragraph to the User, unless the User is a legal entity, in hardcopy or other durable medium.

The User is liable for the completeness and accuracy of data stated on the payment order by which the User initiates execution of the single payment transaction

If the contractual relationship in terms of executing a single payment transaction has been established by means of distance communication at the request of the User, which does not enable the Bank to fulfil the obligations arising from the preceding two paragraphs, the Bank will fulfil obligations referred to in paragraph 1 of this Chapter immediately after the execution of the payment transaction.

The Bank will execute the payment order by which execution of a single payment transaction of funds transfer is requested:

- If it is completed and signed on a prescribed form, correctly, clearly and fully, and if the User is a legal entity, the order may be certified by a seal;
- If the coverage for the order execution is provided;
- If the coverage for the Bank fee is provided;
- If consent has been given to execute the order and
- If there are no impediments for the execution in line with the law and other regulations.

It is deemed that the User gave its consent to execute the payment transaction by submitting the payment order in the Bank's branch.

When, in line with the applicable regulations on payment order execution, certain documents or special data are requested, the Bank will execute the payment order if the documents or data have been submitted in the prescribed form.

The User is responsible for the accuracy and completeness of data stated in the payment order even when the Bank fills in the order according to the User's instructions.

Information for the User

After having received a payment order for the execution of a single payment transaction, the Bank will provide to the User – payer the following information:

- A reference designation or other data enabling the User to identify a payment transaction and information relating to the payee,
- The amount of the payment transaction in the currency indicated in the payment order;

- The amount of any fee charged to the User for execution of a payment transaction and when the Bank charges these fees in sum, the type and amount of each individual fee making up the summary fee;
- Date of receiving the payment order.

At the request of a User, the Bank shall deliver the above information to the User in paper or other durable medium.

The Bank shall, after receiving the single payment transaction execution order, provide to the User as the payee the following information:

- Reference designation or other data enabling the User to identify the payment transaction and information relating to the payer and other data transferred along with that payment transaction in line with the Law;
- The amount of the payment transaction in the currency in which the funds have been provided for the User;
- The amount of any fee charged to the User for execution of a payment transaction and when the Bank charges these fees in sum, the type and amount of each individual fee making up the summary fee;
- The date when the funds were put to the disposal of the payee.

At the request of a User, the Bank shall deliver the above information to the User in paper or other durable medium.

The Bank is not obligated to deliver the information from this Article to the User who is a legal entity.

Time of receiving payment order and deadline for execution of a payment transaction

The Bank receives payment orders for execution of a single payment transaction in accordance with the Time Schedule.

The Bank confirms receipt of a payment order by certifying the first copy of the order.

Revocability of Payment Order

Consent for execution of a payment transaction may be revoked by revoking of the action of giving consent before the execution of a payment transaction has been initiated.

Refusal to execute a payment order

The Bank will refuse a payment order for execution of a single payment transaction issued by the User if:

- The consent for execution of payment transaction is not given in a prescribed form or manner;
- Information on the order are not correct, readable and complete or if the payment order has been corrected;
- Payment order has not been submitted and completed in line with the regulations and the present General Terms;
- The User does not provide the funds for the execution of the order, and payment of fees and costs;
- There are legal impediments for the execution of a payment order (tax regulations, AML regulations, foreign exchange operations related regulations etc.).

The Bank shall notify the User on the rejection, reasons for it and the actions for correction of incorrect data or the need to make certain data supplements immediately. This notification will not be delivered if such delivery is prohibited in line with the regulations.

V Fees

The User is obliged to pay fees to the Bank that are prescribed by the Pricelist of Fees and all costs incurred with reference to execution of the payment order.

The type and amount of all fees that the Bank charges to the User are set forth under the Pricelist of Fees valid on the day of executing the payment order.

Fees are determined in dinars and are paid before or concurrently with the execution of a single payment transaction.

The Pricelist of Fees is available in all Bank's branches, as well as on the official website of the Bank.

VI Responsibility of the Bank in relation to Execution of Payment Transactions and Refunds of Payment Transactions

Responsibility of the Bank for unauthorised, non-executed or incorrectly executed payment transaction

The Bank shall not be liable for non-execution or untimely execution of a payment transaction if the User provided erroneous data or instructions or if it is the consequence of a fraudulent action of the User.

If a payment order has been executed in line with the stated Account number, such payment order is considered correctly executed in reference to the payee specified, regardless of other data submitted to the Bank.

If the Account number that the User submitted to the Bank is incorrect, the Bank shall not be liable for non-executed or incorrectly executed payment transaction.

In the cases described in the previous two paragraphs, the User has the right to require from the Bank to undertake all reasonable measures, i.e. to provide information about tracking the funds of the payment transaction (for example, about the payee's payment service provider and/or payee), and the Bank shall charge to the User fee for undertaking these measures, i.e. for providing information, in the amount determined in the Pricelist of Fees.

In the event of non-executed payment transaction due to incorrect Account number, following receipt of funds from performed refund, the Bank will contact the User based on data available from the initially executed payment order and refund the non-executed payment transaction to the User.

Exclusion of liability due to force majeure or other regulations

The Bank's liability is excluded for not being able to execute the services governed by these General Terms in cases of extraordinary and unpredictable events that were beyond Bank's impact, and which are objective impediments for providing such services.

Impediments in performing the services set forth by the General Terms hereto are considered to be all events which hinder or disable performance of these services, and which are caused by force majeure, war, unrest, terrorist attacks, strikes, interruptions in telecommunications or other communication channels, acts and regulations of any state or other authorised body, discontinuation or irregular functioning of the payment system as well as all other events the occurrence of which cannot be attributed to the Bank.

The Bank's liability is excluded when due to applying the regulations which govern prevention of money laundering and financing of terrorism the Bank refuses to execute or cancels the execution of a payment transaction or extends the deadlines for the execution which are set in the Time Schedule.

In case a transaction is refused by the correspondent bank or the payee's bank, the User accepts to bear all costs of refund.

VII Protection of Users of Payment Services

The User is entitled to file an objection to the Bank in written form should the User deem that the Bank is not adhering to the provisions of the law and legislation governing provision of payment services, the general operating terms or good business practice. An objection may be filed within:

- 3 (in letters: three) years following the date of violating User's rights or legal interest, if the User is: a natural person, natural person - holder of registered agricultural household or entrepreneur,
- 60 (in letters: sixty) days following the date of becoming aware of the violation of its rights or legal interest, but no later than within 3 (in letters: three) years following such violation, if the User is a legal entity.

The objection is filed in one of the following ways:

- In Bank business premises/branches, as well as in every other business premises in which the Bank offers services to Users, by filling in an objection form or in free form;
- To the mailing address: Trg slobode no. 7, 21000 Novi Sad, with indication "for the Complaints Management Department";
- To the e-mail address: prigovori@otpbanka.rs;
- Through the website of the Bank: www.otpbanka.rs.

Prior to initiating court proceedings, the User is entitled to file a complaint to the National Bank of Serbia, if the User is dissatisfied with the Bank's response to the objection or the answer was not delivered within the legally prescribed timeframe, in written form, within 6 (in letters: six) months upon receiving the Bank's response to the objection or upon expiry of the statutory timeframe for responding to the objection. The complaint is filed to the National Bank of Serbia, Financial Services Consumer Protection Department, to the address Nemanjina no. 17, 11000 Belgrade, i.e. ZIP code 712, or by completing the form at the initial page of the NBS website <https://www.nbs.rs/>.

In case the User is not satisfied with the response provided by the Bank or the response hasn't been provided to the User within prescribed timeframe before filing a complaint or after receiving the notification which the National Bank of Serbia has delivered to the User in relation to the complaint, the disputed relationship can be resolved in an extra-judicial proceeding - the process of mediation. The User may submit a proposal for mediation of the National Bank of Serbia for the purpose of an extra-judicial resolution of the disputed relationship (this proposal may be submitted by the Bank as well). The proposal for mediation is submitted to the National Bank of Serbia in written form, by post mail or e-mail to the e-mail address of the National Bank of Serbia indicated on its website. This proposal shall mandatorily contain a timeframe for its acceptance which may not be less than 5 (in letters: five) days, nor longer than 15 (in letters: fifteen) days following submission of the proposal to the other party of the dispute.

VIII Confidentiality and Protection of Payment Services Data

Data which the Bank obtained in the course of its operations, which pertain to the User, data on single payment transaction, are considered a business secret.

For the purpose of conducting its business activity, the Bank processes particular personal data of the User, prospective users and other natural persons. Personal data is any data related to the natural person whose identity is determined or determinable, directly or indirectly, i.e. any data:

- a) Which a person conveys to the Bank in spoken or written form during communication with the Bank, regardless of the purpose of the communication, which implies telephone communication, digital communication, communication in person in the Bank's premises or via the Bank's website;
- b) Collected on the occasion of entering a contractual relationship with the Bank regarding new services or products;

- c) Specified in applications and forms prior to entering a contractual relationship with the Bank;
- d) Collected during the natural person's participation in customer satisfaction surveys;
- e) Which the Bank becomes privy to, based on providing the User with banking and financial services and services related thereto, as well as services of negotiating products and services of the Bank's partners;
- f) Which is collected automatically when using the Bank's product and service;
- g) From publicly available sources such as, for example, data from publicly available services;
- h) Which is collected from other controllers under corresponding contractual relationships;
- i) Which has been forwarded to the Bank by OTP Group;
- j) Which originates from the processing of any of the above personal data.

Prerequisite for each collection of personal data is the existence of corresponding legal grounds in accordance with the Law on Personal Data Protection.

The Bank is obliged to process personal data in a legal, honest and transparent way. Personal data processing must be carried out in line with the Personal Data Protection Law, i.e. other regulations which govern personal data processing.

Personal data must be collected for a specific, explicit, justified, and lawful purpose, any may not be further processed in a manner not in line with the purpose determined as such.

Personal data must be appropriate, important and limited to "must know" basis in relation to the purpose of its processing, they have to be exact and, where necessary, updated. The Bank shall take all reasonable measures to ensure that inaccurate personal data are immediately either corrected or deleted.

Personal data shall be retained in a form which enables personal identification only during the period necessary for realization of the purpose of processing. Personal data processing shall be made in a way that ensures appropriate data protection, including protection from unauthorized or illegal processing, as well as in case of accidental loss, destruction or damage, by applying appropriate technical, organizational and human resources measures.

The Bank shall process personal data for the purpose and in a manner which is necessary and appropriate in conducting its business activity. Processing shall be legal if one of the following requirements 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 on consent);
- 2) Processing is required to implement the agreement concluded with the data subject or for the purpose of engaging in action, at the request of the data subject, prior to concluding the agreement;
- 3) Processing is necessary in order to honour legal obligations of the Bank;
- 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 Bank authorizations prescribed by Law;
- 6) Processing is necessary in order to exercise legitimate interests of the Bank or third parties, unless interests and basic rights and freedoms of data subjects that require personal data protection prevail over such rights and interests, especially if the data subject is a minor.

The Bank collects and processes information for the purpose of direct marketing based on a freely given consent of the data subject. This implies processing of the following data: name and surname, address, e-mail address, telephone numbers and other information that may serve to establish contact.

As the data controller, at the moment of collecting data regarding a specific person, the Bank is obliged to provide the following information to the above person, namely:

- 1) Contact details of the Bank;
- 2) Contact information of the Bank's Personal Data Protection Officer;
- 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, i.e. group of receivers of personal data, if any;
- 6) Of the fact that it plans to transfer the personal data to another country or international organization, as well as of referring to the appropriate protective measures;
- 7) Of the deadline of keeping personal data, or, if this is not possible, of the criteria for determining thereof;
- 8) Of the existence of the right to request from the controller access, rectification or deletion of personal data, i.e. right to restricting processing, right to objection as well as the right to data transferability;
- 9) Of the existence of the right to withdraw the consent at any time, as well as that withdrawing the consent shall not impact permissibility of processing based on consent before withdrawing, if the processing is done on the basis of Article 12, paragraph 1, item 1) or Article 17, paragraph 2, item 1) of the Law on Personal Data Protection;
- 10) Of the right to lodge a complaint with the Commissioner of Information of Public Importance and Personal Data Protection;
- 11) Of the fact whether provision of personal data is a statutory or contractual obligation, and whether the data subject is obliged to provide his/her personal data, and of potential repercussions of failing to provide data and
- 12) About existence of automated decision-making process.

Personal data shall be retained during the period of the contractual relationship, i.e. for as long as the consent of the data subject is in place, as well as within the period in which the Bank is legally obliged to retain particular personal data, in which case the active processing of such data for other purposes will be disabled, and only their retention for legally prescribed purposes will be enabled.

Personal data being processed by the Bank may be transferred to third parties on the basis of the following:

- 1) Consent of data subject;
- 2) Implementation of agreement 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 Bank is authorized or obliged to submit personal data on the basis of the law that regulates such submission. Personal data may also be submitted to persons with whom the Bank has a contractual relationship, service providers, and persons engaged by the Bank, who, due to the nature of the activities they carry out, have access to personal data, as well as to the banking group the Bank belongs to, seat of which is in a state party to the Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data. All persons who, due to the nature of the activities they carry out with or on behalf of the Bank, have access to personal data, are obliged to keep such personal data as a banking, i.e. business secret pursuant to the Law on Banks and other regulations which govern data confidentiality. Agreements with these persons are aligned with the requirements of the Law on the Personal Data Protection.

A data subject may withdraw its consent at any time (if personal data have been given based on consent). The withdrawal of consent does not impact the lawfulness of processing carried out on the basis of consent prior to its being withdrawn. Prior to giving consent, the data subject shall be advised accordingly. The Bank is obliged to enable that it is as easy to withdraw as it is to give consent.

The Bank shall be entitled to submit, pursuant to the provisions of regulations governing operations of the Bank, data on the User, its related entities, documentation comprising User's file, as well as other data

considered a business, i.e. banking secret to the Credit Bureau of the Association of Serbian Banks, external auditors of the Bank, Forum for Prevention of Misuse in Credit Operations and Forum for Prevention of Misuse with Payment Cards of the Serbian Chamber of Commerce, members of the banking group to which the Bank belongs, competent tax authorities with the aim of data exchange with tax authorities of other states based on concluded bilateral, multilateral agreements, letters of intent for conclusion thereof or recommended guidelines for actions of financial institutions from the territory of the Republic of Serbia, other persons who must have access to such data due to the nature of work they perform, as well as to third parties with whom the Bank has concluded agreements on business cooperation which are necessary for realisation of a certain business relationship or are related to the business relationship of the Bank and User. The Bank has the right to process data considered a business, i.e. banking secret of the User, which represent personal data, in line with regulations governing personal data protection.

IX Competence of the Court

In case of dispute in connection with and regarding the Agreement on Single Payment Transaction, the Bank and User will make efforts to resolve such dispute amicably. Otherwise, the jurisdiction of the court shall be determined in line with regulations.

X Closing Provisions

The provisions of the laws governing the area of payment services, as well as other laws and regulations of the Republic of Serbia shall apply to all that is not regulated by these General Terms.

The provisions of these General Terms shall take effect on the date of their adoption by the Board of Directors and shall apply as of 30 April 2021.

With the beginning of their application, these General Terms shall supersede the General Terms and Conditions for Single Payment Transactions adopted at the session of the Bank's Board of Directors, number 7/19 as of 25.01.2019 and in application from 26.04.2019 with all subsequently adopted amendments and supplements.

The present General Terms shall apply together with the provisions of the General Operating Terms which are in application from 30 April 2021 with all subsequent amendments and supplements thereto.

The present General Terms, Pricelist of Fees and General Operating Terms of the Bank are available in all branches of the Bank and on the official website of the Bank.

President of the Board of Directors